3-268

# SUPREME COURT OF THE UNITED STATES.

## No. 178.

BENJAMIN HANEY, CHARLES OGDEN AND JOHN TRENCHARD, LIB'TS AND APP'TS,

vs.

THE BALTIMORE STEAM PACKET COMPANY, OWNERS OF THE STEAMER LOUISIANA, AND GEORGE W. RUSSELL.

APPEAL FROM THE CIRCUIT COURT OF THE UNITED STATES FOR THE DISTRICT OF MARYLAND.

INDEX.


| | Original. | Print. |
|---|---|---|
| Record from district court | 1 | 1 |
| Attachment | 2 | 2 |
| Marshal's return | 3 | 2 |
| Claim | 3 | 2 |
| Stipulation | 3 | 3 |
| Libel | 4 | 3 |
| Answer | 7 | 5 |
| Answer of Geo. W. Russell | 13 | 8 |
| Deposition of Isaac Matthews for libellants | 16 | 10 |
| Cross-examined | 18 | 11 |
| Deposition of Dan'l B. Burrows for libellants | 18 | 11 |
| Cross-examined | 20 | 12 |
| Re-examined in chief | 21 | 13 |
| Cross-examination resumed | 22 | 13 |
| Decree | 22 | 13 |
| Respondents' appeal bond | 24 | 14 |
| Libellants' appeal bond | 25 | 15 |
| *In the Circuit Court.* | | |
| Deposition of J. A. W. Ward for the claimants of the steamer Louisiana | 27 | 16 |


GIDEON, Print.

| | Original. | Print. |
|---|---|---|
| Cross-examined | 30 | 17 |
| Examination in chief resumed | 31 | 18 |
| Cross-examination resumed | 32 | 19 |
| Deposition of Jas. A. W. Ward for the appellees | 33 | 19 |
| Cross-examined | 35 | 21 |
| Examination in chief resumed | 36 | 21 |
| Cross-examined | 38 | 22 |
| Deposition of Geo. W. Akers for the claimants of the steamer Louisiana | 39 | 23 |
| Cross-examined | 39 | 23 |
| Deposition of George W. Russell for libellants | 40 | 24 |
| Cross-examined | 44 | 26 |
| Examination in chief resumed | 45 | 26 |
| Cross-examined | 45 | 27 |
| Exhibit No. 1 | 46 | 27 |
| Deposition of George W. Akers for the claimants of the Louisiana | 47 | 28 |
| Cross-examined | 48 | 28 |
| Deposition of George W. Russell for the claimants of the Louisiana | 49 | 29 |
| Cross-examined | 52 | 31 |
| Examination in chief resumed | 53 | 31 |
| Cross-examination resumed | 54 | 32 |
| Deposition of Charles Cory, witness for libellants | 55 | 32 |
| Cross-examined | 56 | 33 |
| Re-examined | 57 | 34 |
| Cross-examined | 57 | 34 |
| Re-examined | 58 | 34 |
| Deposition of William J. Miles for libellants | 58 | 34 |
| Cross-examined | 61 | 36 |
| Re-examined | 62 | 37 |
| Cross-examined | 62 | 37 |
| Re-examined | 63 | 37 |
| Deposition of Charles Cory for libellants | 63 | 37 |
| Cross-examined | 65 | 38 |
| Re-examined | 66 | 39 |
| Cross-examined | 66 | 39 |
| Re-examined | 66 | 39 |
| Deposition of Wm. Miles for libellants | 67 | 40 |
| Cross-examined | 69 | 41 |
| Re-examined | 71 | 42 |
| Cross-examined | 71 | 42 |
| Re-examined | 71 | 42 |
| Deposition of Lorenzo D. Lore for libellants | 72 | 42 |
| Deposition of Lorenzo D. Lore for libellants | 75 | 44 |
| Letter from Wm. M. Addison and R. H. Battee to M. N. Falls, 24th February, 1858 | 78 | 46 |
| Report of Jno. S. Brown and Jno. S. Beacham | 79 | 46 |
| Libel against the Wm. K. Perrin for salvage | 80 | 47 |

5-269




| | Original. | Print. |
|---|---|---|
| Decree | 85 | 50 |
| Agreement | 87 | 51 |
| Agreement | 88 | 52 |
| Decree in the circuit court | 89 | 52 |
| Appeal bond | 90 | 53 |
| Clerk's certificate | 92 | 55 |

THE UNITED STATES OF AMERICA,
*District of Maryland, to wit.*

At a circuit court of the United States for the fourth circuit in and for the Maryland district, begun and held at the city of Baltimore on the first Monday in November, in the year of our Lord one thousand eight hundred and fifty-eight: present, the Honorable R. B. Taney, Chief Justice of the Supreme Court of the United States; William F. Giles, judge of Maryland district; Wm. Meade Addison, esquire, attorney; John W. Watkins, esq., marshal; Thos. Spicer, clerk:

Among other were the following proceedings, to wit:

BENJAMIN HANEY, CHARLES OGDEN, and John Trenchard,
vs.
STEAMER LOUISIANA and GEORGE W. RUSSELL.

Be it remembered, that on the 2d day of April, in the year of our Lord one thousand eight hundred and fifty-eight, the said Baltimore Steam Packet Company, owner of the steamer Louisiana, and George W. Russell and Benjamin Haney, John Trenchard, and Charles Ogden, against the steamer Louisiana and George W. Russell, by their respective proctors, filed in the circuit court here their cross appeals from the district court of the United States in and for the Maryland district, in the words and of the tenor following, to wit:

*District Court Record.*

THE UNITED STATES OF AMERICA,
*District of Maryland, to wit.*

At a district court of the United States in and for the Maryland district, begun and held at the city of Baltimore on the first Monday in March, in the year of our Lord one thousand eight hundred and fifty-eight: present, the Honorable William F. Giles, judge of Maryland district; Wm. Meade Addison, esquire, attorney; John W. Watkins, esquire, marshal; Thomas Spicer, clerk:

Among other were the following proceedings, to wit:

BENJAMIN HANEY, CHARLES OGDEN, and John Trenchard,
vs.
STEAMER LOUISIANA and GEORGE W. RUSSELL.
Libel filed 24th February, 1858.

*Attachment.*

THE UNITED STATES OF AMERICA,
*District of Maryland, to wit.*

[SEAL.] To the Marshal for the Maryland district, greeting:

We command you that you attach, seize, take, and safely keep the steamer Louisiana, her engines, tackle, apparel, boats and furniture, and also that you summon George W. Russell, master of said steamer, to answer the libel of Benjamin Haney, Charles Ogden, and John Trenchard, in a cause of collision, civil and maritime; and how you shall execute this precept, you make known to us in our said district court for the district aforesaid, at the United States court-room, in the city of Baltimore, on the first Tuesday of March next, and have you then and there this writ.

Witness the Honorable William F. Giles, judge of our said district court, the first Tuesday in December, in the year of our Lord one thousand eight hundred and fifty-seven.

WM. A.
R. R. B.

Issued 24th Feb'y, 1858.

THO. SPICER,
*Cl'k Dis't C't.*

*Marshal's Return.*

Atta'd Feb'y 24, '58; released by stipul'n March 1st, '58.

J. W. WATKINS,
*U. S. Marshal.*

*Claim.*—Filed 1st March, 1858.

To the Honorable William F. Giles, Judge of the district court of the United States for Maryland:

And now comes the Baltimore Steam Packet Company, a company incorporated by the State of Maryland, by Moore N. Falls, the president of said company, and claims the steamer Louisiana, her engines, tackle, apparel and furniture, against which a libel has been filed in this court by Benjamin Haney, Charles Ogden, and John Trenchard. And the said claimants allege that they are the true, lawful, and sole owners of the said steamer Louisiana, her engines, tackle, apparel and furniture, and they claim the same to be their property.

M. N. FALLS,
*Pres't B. S. P. Co.*

Sworn to this 1st day of March, 1858, before—

JOHN HANAN,
*U. S. Com'r.*

*Stipulation.*

THE UNITED STATES OF AMERICA,
*District of Maryland, to wit.*

Be it remembered, that on this twenty-seventh day of February, in the year of our Lord one thousand eight hundred and fifty-eight, before me, John Hanan, a commissioner appointed by the circuit court of the United States for the fourth circuit in and for the Maryland district, pursuant to the act of Congress entitled "An act for the more convenient taking of affidavits and bail in civil causes depending in the courts of the United States," appears Moore N. Falls and Benjamin C. Buck, of the district aforesaid, in their proper persons, and submit themselves to the jurisdiction of the district court of the United States for the district of Maryland, and consent to bind themselves, and do acknowledge themselves, their heirs, executors and administrators, to be bound in the sum of eight thousand dollars for the claimants of the steamer Louisiana, her engines, tackle, apparel and furniture, unto Benjamin Haney and Charles Ogden, to perform and fulfil the final order and decree of the said district court; and in case of an appeal from such final order and decree of the said district court, then the final order and decree of the circuit court of the United States for the fourth circuit in and for the Maryland district; and in case of an appeal from such final order and decree of the said circuit court, then the final order and decree of the Supreme Court of the United States, in a certain cause now depending in the said district court, wherein the said Benjamin Haney and Charles Ogden are libellants, and the claimants of the said steamer Louisiana are respondents; and unless they so do, they severally consent that execution shall issue against them, their heirs, executors and administrators, the goods and chattels, lands and tenements, wheresoever found, or to be found.

Acknowledged before—

JOHN HANAN,
*U. S. Com'r.*

*Libel.*

In Admiralty.—In the District Court of the United States for the Maryland district.

To the Honorable William F. Giles, judge of the district court of the United States for the Maryland district:

The libel of Benjamin Haney, John Trenchard, and Charles Ogden, against the steamer Louisiana, now lying in the port of Baltimore, within the admiralty jurisdiction of this honorable court, and George W. Russell, the master of the said steamer Louisiana, and all others intervening for their interest therein, in

a cause of collision, civil and maritime. These libellants do articulately allege and propound as follows:

First. That they were the owners, and one of them, viz. Charles Ogden, was the master of the schooner William K. Perrin, of Fairton, in the State of New Jersey; that the said schooner, on or about the 6th day of February, 1858, sailed from the port of Philadelphia, in the State of Pennsylvania, bound to the Patuxent river, in the State of Maryland, to purchase a cargo of oysters; that she reached the place of her destination, where she received on board, on account of the owners, about fifteen hundred bushels of oysters.

Second. That on Saturday, 20th February, 1858, she sailed from Drum Point harbor, in the Patuxent river, and between 9 and 10 o'clock that evening, while making her course down the Chesapeake bay, about five miles below the Rappahannock light-boat, and about one hundred and thirty miles from Baltimore, she was run into by the said steamer Louisiana, whose master the said George W. Russell then was, and by the force and violence of said collision was so damaged and injured that in about three minutes she sunk in deep water, before any property of any description could be saved from the wreck, and almost before the crew could escape from the wreck.

Third. That the said schooner had on board at the time of the collision *in* furniture usually carried by vessels of her class, all of which was lost; and that one of the libellants, Charles Ogden, lost all his clothing except those he had on his person at the time, and that his loss in that respect was $50; and also that he lost at the same time $45 in cash.

Fourth. That the said schooner was registered at thirty-two tons, was less than two years old, and was of the value at the time of the collision $3,000, and her cargo was of the value of $1,000.

Fifth. That said collision and the loss of the schooner and property aforesaid were the result of no want of care, vigilance, seamanship, prudence, or precaution on the part of the said master and crew of the said schooner, but resulted altogether from the negligence, default, misconduct, and wrong of the master and crew of said steamer.

Sixth. That the said schooner was properly manned, navigated, and commanded, with a proper light at the time of the collision aforesaid; while said steamer was not so properly navigated or commanded, and had not a proper look-out, and in nowise fulfilled any of her lawful obligations, or those of the master and crew, by reason whereof the said collision happened, and said loss of vessel, cargo, and property enured.

Seventh. That at the time of the collision the night was bright, clear, and moonlight, and the schooner plainly visible from the steamer at more than a mile distant.

Eighth. That all and singular the premises are true.

Wherefore these libellants pray the decree of your honor against the said steamer Louisiana and the said master for the damages in this their libel heretofore specially set forth, as by them suffered by the wrong and negligence of the captain and crew of said steamer, together with all such other and further loss and damage as they may hereafter show to your honor, and their lawful costs. To which end, they ask the process of this honorable court against the said steamer Louisiana, her engines, tackle, apparel, and furniture, and against all persons intervening for their interest therein, together with monition to the said George W. Russell, warning him to appear and answer this libel; and that your honor will pronounce against said steamer and the said Russell to such extent as to justice and right may appertain.

R. R. BATTEE,
WM. MEADE ADDISON,
*Proctors for Libellants.*

*Answer of the Balto. Steam Packet Company.*

The separate answer of the Baltimore Steam Packet Company, owner of the steamer Louisiana, and intervening in this behalf as such owner, for its interest, to the libel and complaint of Benjamin Haney, John Tenchard, and Charles Ogden, exhibited in the district court of the United States for the Maryland district, against said steamer Louisiana and George W. Russell, in admiralty.

This respondent, in answer to the said libel, and to the several allegations thereof, articulately propounds, answers, and says as follows:

First. That respondent does not know that the libellants were the owners of said schooner, and cannot therefore admit the said allegation; but is willing to admit that the libellant, Charles Ogden, was the master of said schooner, and that said schooner had taken on board at Patuxent river a load of oysters, but what number of bushels had been so taken on board, and on whose account they were so taken, respondent *does* know.

Second. Respondent admits that a collision occurred between said schooner and said steamer, at or about the time and at or about the place specified in said second article of said libel; and that at the time of said collision the said George W. Russell was the master of said steamer; and that as the result of said collision, the said schooner sunk in deep water in a few moments thereafter, and before any property on board of said schooner was saved, or could have been saved. The crew of the schooner, however, were all saved, including the libellant, Ogden, who, up to within a moment or two before the time of the collision, was, as respondent has been informed, in the cabin of the schooner in his berth.

Further answering this article, this respondent says, that it is true that the course of the schooner was down the bay, and that

she was standing that course until within a short time before the collision; yet at the moment of the collision the schooner was heading across the bay towards the western shore, having changed her course by some extraordinary mismanagement, so as to produce the collision, and which collision, but for such extraordinary mismanagement, could not possibly have taken place.

Third. That respondent admits, that whatever property was on board of said schooner at the time of said collision was lost; but respondent does not know what was so lost, or the value of what was so lost.

Fourth. That respondent has no knowledge of the tonnage or of the registration of said schooner, or of the value of said schooner, or of the value of the cargo on board of said schooner.

Fifth. That it is not true that the said collision, and the loss or the property on board said schooner at the time of the collision, were the result of no want of care, vigilance, seamanship, prudence, or precaution on the part of the master or crew of said schooner. On the contrary, this respondent is informed and believes, and propounds, that said collision and said loss of property were the result entirely of mismanagement, or of negligence on the part of those or some one or more of those on board of said schooner; and this respondent flatly denies that said collision or said loss of property resulted in any degree from any negligence or default, or mismanagement or wrong, on the part of the master or crew of said steamer.

Sixth. That it is not true that the said schooner was properly manned, navigated, or commanded, at the time of said collision. And this respondent affirms that said steamer was properly navigated and commanded, and had a proper look-out at and before the time of said collision; and that in all respects the said steamer and her master and crew fulfilled their lawful obligations and their duties in every particular. The collision could not have been avoided by any efforts on the part of those on board of the steamer after the gross mismanagement which took place on board of the said schooner.

Seventh. That the night was clear, and the schooner was seen at the distance of several miles, and her course and movements were carefully watched and observed; and there was not the least danger of a collision, and none could have occurred if the said schooner had not changed her course when within a very short distance of the steamer.

Eighth. That the allegations of said libel are not true in any particular, except in so far as expressly admitted in this answer. The facts and *and* the truth in relation to said collision are the following: The said steamer, on the night in question, being on her regular trip up the Chesapeake bay from Norfolk, in Virginia, to Baltimore, in the district of Maryland, heading due north,

descried said schooner at the distance of several miles standing down the bay, and holding a course nearly due south. At that time the schooner bore about two points to the east of north from the starboard bow of the steamer. It was the captain's watch on board the steamer, and the second mate, a skilful and attentive officer, was running the *the* steamer, and was at his proper place in the wheel-house, a position from which he had a full and perfect view ahead, and on both sides of the steamer. Capt. Russell, an experienced and most reliable commander, was on the look-out, and several other persons were at the time on the deck of the steamer. It was observed that the schooner was keeping her course steadily, and it was certain, from the course of the two vessels, that they would pass in safety at the distance of several hundred yards, if no change was made in the course of either vessel. There was at the time a pretty stiff breeze of five or six knots an hour blowing from the N. N. W.; so that the schooner had a free and fair wind, and no necessity existed, and no reason could be suggested, for any change of the course of the schooner. When the schooner, however, was within a hundred yards, or thereabouts, of being on a parallel line with the steamer, and contrary to all nautical experience, and in violation of all rules of seamanship, the schooner put her helm down, which had the effect of turning the head of the schooner towards the western shore, and running the schooner across the steamer's bows. The instant that this unexpected and extraordinary movement was perceived, the wheel of the steamer was rapidly plied so as to cause the steamer as far as possible to head towards the west, and at the same instant orders were given to stop and back the steamer, both of which orders were promptly obeyed, but it was impossible by any human efforts to prevent a collision. The head of the steamer could not be sufficiently turned in the brief space which elapsed, and the momentum of the steamer could not be deadened in such a brief space. The collision was the inevitable result of the change of the schooner's course. This respondent further states, that after the master and crew of the schooner had been safely placed on board the steamer, the inquiry was naturally made, why the course of the schooner had been changed? And the answer then given (and which was acknowledged by both the men who had been on the deck of the schooner to be true) was this: That the look-out on the schooner gave the order to the helmsman of the schooner to put his helm hard up, the effect of which movement of the helm, if the same had been made, would have been to cause the schooner to head more to the eastward; yet the man at the helm, either from not rightly hearing the order, or from inadvertence, or from ignorance, actually put the helm down, the effect of which was to throw the head of the schooner towards the western shore, and to place the schooner across the bows of the steamer; so that, as this respondent avers

and propounds, the said collision and said loss of property were caused entirely by the fault, negligence, want of skill, ignorance, and misconduct of those on board of said schooner, and not from any want of skill or of care, or of precaution, on the part of the said steamer. This respondent therefore humbly prays that said libel may be dismissed, and that said libellants may be condemned in costs.

WILLIAM SCHLEY,
*Proctor for Respondents.*

Sworn to by Moore N. Falls this 8th day of March, 1858.
JOHN HANAN,
*U. S. Com'r for Md.*

*Answer of Geo. W. Russell.*

The separate answer of George W. Russell, one of the defendants, to the libel and complaint of Benjamin Haney, John Trenchard, and Charles Ogden, in the district court of the United States in and for the district of Maryland, against the steamer Louisiana and the respondent, exhibited in admiralty.

This respondent, in answer to the said libel, and the said articles thereof, adopt as true in all respects the answer of the Baltimore Steam Packet Company, intervening in said suit as owner of the said steamer Louisiana; and further answering, says that the collision propounded in said libel to have taken place between the said steamer and the said schooner William K. Perrin was entirely the result of gross negligence, or of ignorance, or of mismanagement, or other misconduct, on the part of the persons who were upon or had charge of the said schooner.

This respondent was on the deck of said steamer at the time of said collision, and had been there for some considerable time before said collision, and saw the said schooner on its course down the bay for some considerable distance before the said vessels came into collision, and he closely and carefully watched the movements of said schooner, so that if any need there should be, prompt and proper action should be taken on board the said steamer so as to avoid any collision. Nothing occurred or existed to divert his attention from said schooner, and he was satisfied from the course of the two vessels that no collision could possibly occur if both vessels continued the respective courses which they were then holding, when they were within a short distance of being on a parallel line east and west. There was nothing in the wind, and nothing in any way to render a change in the course of either vessel either necessary or expedient, and it was with the greatest surprise that he noticed that the course of the schooner was suddenly changed when the two vessels had approached very nearly to a parallel east and west line. If a sudden storm had then arisen he could not have been more greatly by surprise.

Before the change in the course of the schooner the vessels were sailing on lines that would have insured a passage of several hundred yards asunder. The schooner up to that time was sailing on a line that would have caused her to pass to the eastward of the steamer, and at the large distance of about two hundred yards to the eastward of the steamer.

By the sudden change in the course of the schooner, she was thrown directly before the steamer, and no vigilance, or nautical skill, or human exertion could have so controlled the movements of the steamer so as to have prevented a collision. It was inevitable, by reason of the unnecessary, unexpected, unskilful, and unpardonable change of the course of the schooner.

This respondent states that he has no interest in said steamer, and is in no wise interested in the result of this suit in point of fact, although in form a defendant. But he solemnly declares and propounds, that in his experience as a navigator for more than twenty-five years, he has never witnessed a case of such inexcusable misconduct as that on board of said schooner, in changing her course in manner as above stated, and which produced an inevitable collision, where no danger of any collision had previously existed. If the very object of said change of course had been (as its effect was) to produce the collision which occurred, no better or surer plan of movement could have been devised.

And this respondent can only account for it, as the parties in charge of the said schooner accounted for it, after the collision had occurred, and when they had come on board of the steamer, by the theory that the look-out on board of said schooner having ordered the helmsman to keep away, he either misunderstood the order, and supposed it was an order to put the helm down, and that accordingly he put it down; or else, as he himself states, he became frightened, and did not know what he was doing, and acted under the supposition that the steamer was going to the eastward of the schooner. The order to keep away, if the same had been obeyed, would have changed the course of the schooner more to the eastward, and would have increased the distance between said schooner and the steamer; whereas by putting the helm down, the schooner was thrown directly athwart the bows of the steamer, and rendered the collision an inevitable consequence. Wherefore, your respondent prays that said libel may be dismissed, with costs, &c.

WM. K. FALLS,
*Proctor for Respondent.*

Sworn and subscribed to this 8th day of March, A. D. 1858, by Geo. W. Russell, before me.

JOHN HANAN, *U. S. Com.*

*Deposition of Isaac Matthews, witness for libellants, taken before John Hanan, U. S. Com. for Maryland, at the city of Baltimore, 3d March,* 1858.

I live in Philadelphia. I am in the oyster business; I own several vessels engaged in that business. Those vessels generally run to the Chesapeake bay, get oysters there, and carry them to Philadelphia. I followed the water 25 years, up to about ten years ago, and have been engaged in business connected with vessels since that time. I did know the schooner William K. Perrin, named in these proceedings; have known her ever since the keel was laid; she is about two years old; she was built in Philadelphia, by Hillman & Stricker; they are young men, but considered the best builders of those kind of vessels in Philadelphia. The vessel, I suppose, was worth $3,000 the day she went down; I don't think she could have been bought for that money at that time. She was A 1 vessel of that class. Should judge her first cost was $3,200, from building one like her; don't think she had depreciated a dollar in value since she was built. Her qualities was extra for a vessel of that kind, and therefore more valuable to the owner than before she was tried. A vessel, after she has been tried and found to possess good qualities, is more valuable than before she has been tried. This vessel was found to be a vessel of speed, and would therefore bring $500 more than when she was first launched. If I had needed a vessel, I would have been willing to give $3,000 for her. If it was my vessel I would not have taken $3,000 for her. It has been about four or five weeks, as near as I can judge, that I last saw this vessel. This vessel was engaged in the oyster business; was built expressly for that trade. I judge this vessel would hold from 12 to 1,300 bushels of oysters, and would carry 2,000 bushels of grain. From the day she went down, to any time within ten days from that time, oysters would have brought $7 a thousand on an average. Oysters are sold in Philadelphia by the thousand. She would hold *a* 150 thousand prime, and 500,000 cullins. At any time within ten days from the sinking of the vessel cullins were worth three dollars a thousand, and prime worth seven dollars a thousand. There was a very ready sale at these prices.

A vessel manned as she was was worth $30 a day at that time to the owners, the owners of course being subject to all charges. My vessels have been averaging a trip from Philadelphia to Chesapeake bay for oysters in two weeks; our vessels in that time gathering the oysters themselves. I consider the oysters worth one dollar a bushel on board the vessel when she went down. This vessel was commanded at the time of the collision by Charles Ogden, one of the libellants; his character as a seam. and captain of a vessel is first rate; he was considered one of the smartest men in that busi-

ness; his knowledge of the Chesapeake bay is acknowledged as first rate; that is the character he bears in Philadelphia.

*Cross-examined.*

I should suppose this vessel would measure about 40 tons, and carry 50; I did not measure her, but form that opinion from my knowledge of vessels; I own no part of her; she was schooner-rigged; I don't know what cargo she had on board at the time she sunk, of my own knowledge.

ISAAC MATTHEWS.

*Deposition of Daniel B. Burrows, witness for the libellants, taken before John Hanan, U. S. Com. for Maryland, at the city of Balmore, on the 8th of March,* 1858.

I follow the oyster business, and have been engaged in it, I think, 25 years; I mean by being engaged in that business that I navigated vessels. I sail from Philadelphia to the Chesapeake bay and other places for oysters. In the summer season I am engaged in navigating vessels carrying other articles. On the 20th of February I went in the Chesapeake bay in command of the schooner Peter A. Keyser. I left, I judge, the Patuxent river about one o'clock in the day time in company with the schooner William K. Perrin; we went in company together, and were not more than 100 yards apart till we got down opposite the Rappahannock light-boat. I altered my course half a point to the westward, to the best of my knowledge and belief; the Wm. K. Perrin kept her course straight down. I saw a light ahead, which I thought was the Wolf Trap light-boat; instead, it turned out to be a steamer; I did not know her name at that time, but since then I knew it was the steamer Louisiana; I judged she was four miles and a half ahead of us, and to the leeward of us; at that time I looked under the boom of my vessel and saw the Wm. K. Perrin and the steamboat about a mile apart; I looked at the compass again; I did not pay much attention; I looked under the boom again, and saw her under the steamboat's bow. To the best of my knowledge the steamboat ran ahead of her twice her length before she stopped her wheels. I saw, by the light of the moon shining on her sails, the Wm. K. Perrin sinking. I told my men to jibe my vessel over, to launch the yawl boat, and see if we could not save the crew; we did so, and went round the schooner Wm. K. Perrin; I hallooed to them to look all around the mast-heads to see if anybody was there; they came aboard and reported to me there was nobody about the mast-heads on board the vessel; I laid by, to the best of my knowledge, about half or three-quarters of an hour; the reason why I remained so long was that I thought, as it was 10 o'clock at night, some persons might be in the cabin, and might wash out; I thought they were all drowned; I went to leeward and

picked up a skiff, and then proceeded on my voyage to Philadelphia. The steamer was about 4½ miles from me when I first saw her. It was a bright moonlight night; clouds would occasionally pass over the moon, but at the time of the collision the moon was shining bright. At the moment of the collision, I judge, I was about ¾ of a mile from the steamboat. To the best of my knowledge and belief the Wm. K. Perrin kept on her course without any change. The wind that night was N. N. W., and sometimes N. by W.; it was a pretty stiff breeze, going at the rate of 6 or 7 knots an hour. To the best of my knowledge and belief she was worth $3,000 at the time of the collision. I have known the vessel ever since she was built; she is about two years old, and I have known her ever since she was built; she was a rapid sailer; her qualities for sailing were good. I think the value of her when she was sunk was equal to her value when she came off the stocks. It was the very heart of the business season. I can't say that the value of a vessel increases or diminishes after she is tried.

*Cross-examined.*

Question. What distance had you sailed from the time you left the Patuxent river up to the time when you reached the spot where the Wm. K. Perrin had sunk?

Answer. To the best of my knowledge and belief it was between 40 and 50 miles.

Question. When you spoke of having changed your course ½ a point to the westward, please state what course your vessel was sailing before said change.

Answer. A due south course.

Question. What course was the Wm. K. Perrin sailing at the time you changed your course?

Answer. A south course, and she did not change her course.

Question. Had you seen the steamer before you changed the course of your vessel?

Answer. No, sir.

Question. How long was it before you saw the steamer after you had thus changed your course?

Answer. To the best of my knowledge and belief about an hour and a quarter.

Question. State again, if you please, at what distance the steamer was when you first saw her.

Answer. To the best of my knowledge and belief she was four miles and a half ahead, and bore one point to leeward of my course.

Question. Please state also at what distance the schooner Wm. K. Perrin was from your vessel at the moment you first saw the steamer.

Answer. About ¾ of a mile to the best of my knowledge and belief, and bore about a S. E. course from my vessel.

Question. State the distance, if you please, between the steamer and the schooner Wm. K. Perrin at the moment you first saw the steamer.

Answer. About three miles and a half, or three miles and three quarters.

*Re-examined in Chief.*

Question. In answer to a question put by respondents, you have said that the steamer was one point to leeward of your course when you saw her; state whether one point to leeward was the same as one point to eastward as you were then sailing.

Answer. It was.

Question. When you say the steamer was one point to the leeward of your vessel, do you mean one point to leeward by the wind or compass?

Answer. One point to leeward by the compass.

*Cross-examination resumed.*

Question. In what part of your vessel was the compass placed?

Answer. In the binnacle on the after part of the vessel.

Question. who had charge of the helm of your schooner on that night?

Answer. I had, all the time.

Question. On which side of the schooner was the boom?

Answer. On the larboard side.

DANIEL BURROWS.

*Decree.*

In the District Court of the United States, Maryland district, March term, 1858.

BENJAMIN HANEY, CHARLES OGDEN and John Trenchard,
vs.
THE STEAMER LOUISIANA and GEORGE W. RUSSELL.

This case standing ready for hearing, the libel, answers and proofs being seen, read and considered, and the arguments of the proctors for the respective parties heard, it is thereupon, this tenth day of March, A. D. 1858, by the authority of this court, adjudged, ordered and decreed, that the Baltimore Steam Packet Company and George W. Russell, and also Moore N. Falls and Benjamin C. Buck, stipulators for the said steamer Louisiana, pay to the libellants, Benjamin Haney, Charles Ogden and John Trenchard, seventeen hundred dollars, and to said Charles Ogden the additional sum of one hundred and seventy-three dollars, together with their costs, to be taxed by the clerk.

WILLIAM F. GILES.

From which said decree so as aforesaid passed the owner and claimant of the said steamer Louisiana, and the said George W. Russell, by their proctors, in open court here, prayed an appeal to the circuit court of the United States for the fourth circuit, in and for the Maryland district, to be held at the city of Baltimore, on the first Monday in April next, and to them it is granted.

And also the said libellants, by their proctors, in open court here, prayed an appeal to the said circuit court to be held at the time and place aforesaid *aforesaid*, and to them it is granted.

Thereupon it is ordered by the court here, that the record and proceedings aforesaid, with all things relating to the same, be transmitted to the said circuit court, and the same are hereby transmitted accordingly.

*Respondents' Appeal Bond.*

Know all men by these presents, that we, the Baltimore Steam Packet Company, Moore N. Falls, Thomas Kelso, George R. Vickers, and James McConkey, are held and firmly bound unto Benjamin Haney, John Trenchard, and Charles Ogden in the just and full sum thirty-eight hundred dollars lawful money of the United States, to be paid to the said Benjamin Haney, John Trenchard and Charles Ogden, their heirs, executors, administrators or assigns, to which payment well and truly to be made and done, we hereby bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this nineteenth day of March, in the year of our Lord one thousand eight hundred and fifty-eight.

Whereas, at a district court of the United States in and for the Maryand district, begun and held at the city Baltimore, on the first Tuesday in March, in the year of our Lord one thousand eight hundred and fifty-eight, the said Benjamin Haney, John Trenchard and Charles Ogden, by the decree of the same court, recovered against the steamer Louisiana and George W. Russell the sum of eighteen hundred and seventy-three dollars for their damages, as also their costs and charges; from which said decree so as aforesaid passed, the owners and claimants of the said steamer Louisiana, and the said George W. Russell, prayed an appeal to the circuit court of the United States for the fourth circuit in and for the Maryland district, to be held at the city of Baltimore on the first Monday in April next:

Now the condition of the above obligation is such, that if the said claimants and owners of the said steamer Louisiana and the said George W. Russell shall well and truly prosecute with effect their said appeal, and pay to the said Benjamin Haney, John Trenchard and Charles Ogden, their heirs, executors, administrators or assigns, the amount of the said decree, costs and charges aforesaid, decreed unto the said Benjamin Haney, John Trenchard and

Charles Ogden by the said district court, and also all such damages, costs and charges as shall be awarded by the said circuit court, in case the said appellants shall fail to make good their said appeal, then the above obligation to be void and of none effect; otherwise to be and remain in full force and virtue in law.

THE BALTIMORE STEAM PACKET COMPANY,
By M. N. FALLS, *Pres't.* [SEAL.]
THOS. KELSO, [SEAL.]
GEO. R. VICKERS, [SEAL.]
JAS. McCONKEY. [SEAL.]

Signed, sealed and delivered in presence of—
R. DALRYMPLE,
W. K. FALLS,
O. C. JOER.

Bond approved 20th March, 1858.

WILLIAM F. GILES.

*Libellants' Appeal Bond for Costs.*

Know all men by these presents, that we, L. Debow and John H. Thomas, are held and firmly bound unto the Baltimore Steam Packet Company, owner of the steamer Louisiana, and George W. Russell, in the just and full sum of two hundred and fifty dollars lawful money of the United States, to be paid to the said Baltimore Steam Packet Company and George W. Russell, their heirs, executors, administrators or assigns, to which payment well and truly to be made and done we hereby bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this thirty-first day of March, in the year of our Lord one thousand eight hundred and fifty-eight.

Whereas, at a district court of the United States in and for the Maryland district, begun and held at the city of Baltimore, on the first Tuesday in March, in the year of our Lord one thousand eight hundred and fifty-eight, Benjamin Haney, John Trenchard and Charles Ogden, by the decree of the same court, recovered against the Baltimore Steam Packet Company, owner of the steamer Louisiana, and George W. Russell, and Moore N. Falls and Benjamin C. Buck, stipulators for the said steamer, as well the sum of eighteen hundred and seventy-three dollars, as also their costs and charges by them laid out and expended; from which said decree, so as aforesaid passed, the said Benjamin Haney, John Trenchard and Charles Ogden, have prayed an appeal to the circuit court of the United States for the fourth circuit, in and for the Maryland district, to be held at the city of Baltimore, on the first Monday in April next:

Now the condition of the above obligation is such, that if the

said Benjamin Haney, John Trenchard, and Charles Ogden shall well and truly prosecute with effect their said appeal, and pay unto the said Baltimore Steam Packet Company and George W. Russell, their heirs, executors, administrators or assigns, all such damages, costs and charges as may be awarded unto the said Baltimore Steam Packet Company and George W. Russell by the said circuit court, in case they shall fail to make good their said appeal, then the above obligation to be void and of none effect; otherwise to be and remain in full force and virtue in law.

L. DEBOW, [SEAL.]
JOHN H. THOMAS. [SEAL.]

Signed, sealed, and delivered in presence of—
THO. SPICER.

I believe the above bond to be good. W. M. A.

Bond approved 1st April, 1858.

WILLIAM F. GILES.

In testimony that the aforegoing is a true copy, taken from the record and proceedings of the district court aforesaid, I [SEAL.] hereunto subscribe my name and affix the seal of the said district court, this second day of April, in the year of our Lord one thousand eight hundred and fifty-eight.

THO. SPICER,
*Cl'k Dist. Ct.*

In the Circuit Court.

*Deposition of James A. W. Ward, witness for appellants, taken before John Hanan, U. S. Com'r for Maryland, at the city of Balto., 5th April*, 1858.

I was the 2d mate and pilot on board the steamer Louisiana, on the day of February last; I had charge at the time of the collision, of the running of the boat; it was the captain's watch. The collision took place between the hours of nine and ten o'clock at night; it was a cloudy moonlight night. I made the schooner Wm. K. Perrin between three and four miles up the bay from us; she appeared to be heading a south course; the wind was blowing from the N. N. W., about a 6 or 7-knot breeze; we were heading a due north course. When I first made the schooner she was about N. ½ E. course on the starboard side. In approaching each other, and when the two vessels had approached within the distance of three or four hundred yards, the schooner then bore north one point east from the steamer, on the starboard side from the steamer. When the Louisiana got within about 150 yards, as near as I could judge, I put the helm of the steamer starboard and headed the steamer a N. by W. course, which left the schooner bearing two points E. on the starboard bow of the steamer. I had just steadied

the boat on that course, and discovered the schooner had altered her course and put her helm down, heading across the bay, near as I could guess, a west course. The schooner, as near as I could guess, kept her course, and the collision took place. When I discovered the schooner had altered her course and was heading across the bay, I gave the signal to the engineer to stop the boat and to back.

Question. You spoke above of having "just steadied the steamer on the N. by W. course, and discovered the schooner had altered her course." Please state whether you meant that you then for the first time discovered that the schooner had altered her course, or whether you meant that you had previously discovered such alteration?

(This question objected to by the proctor for appellees, whereupon the proctor for the appellants withdrew the question, and propounded the following one):

Question. Please explain the precise meaning of your evidence above given, where you say you "had just steadied the boat in that course, and discovered the schooner had altered her course."

(This question also objected to by the proctor for appelles.)

Answer. The very moment I steadied the boat I discovered the schooner had altered her course.

Question. When you discovered that the schooner had altered her course, what did you do on board the steamer?

Answer. I stopped the steamer by giving the signal to the engineer to stop her and back her.

Question. What interval of time, if any, elapsed between the moment you noticed the schooner had changed her course and the giving of the signal to stop and back the steamer?

Answer. As soon as I could get the word out of my mouth.

Question. Please state whether or not the signals were obeyed; and if obeyed, if the same was promptly done or not.

Answer. They were, and obeyed promptly. I was stationed in the pilot-house at my regular station, where I could put my hand on the wheel: there was a wheelsman at the wheel, who was as competent as any man that ever took hold of a wheel; I considered him as good a man to steer as myself, though he was a black man. The pilot-house is on the upper deck, about 25 feet above the lower main deck, and about 60 feet from the bow.

(At this stage of the deposition, the commissioner being sent for by the court, and also the proctor for the appellees, the taking of this deposition further was indefinitely postponed, and was resumed this 24th day of May, 1858, by consent, when said witness again appeared and deposes as follows:)

*Cross-examination.*

Up to the time I gave the signal to stop we were making at the

rate of 12 to 14 knots an hour. I was the pilot at the time of the collision; I am a regularly licensed pilot. The captain and chief mate are also regularly licensed pilots; I was the second mate of the steamer Louisiana. The collision occurred in the captain's watch; there are two watches, the captain's and the first mate's; I was acting in the captain's place at the time, in regard to the running of the boat, but not in regard to the charge of the boat; I was in charge of the watch in running the boat.

Question. Was not the captain below at supper at the time of the collision?

Answer. He was not; he was on the forward deck; I saw him on the forward deck.

Question. When did he come on the forward deck?

Answer. He came out on the forward deck immediately on the ringing of the bell to stop the boat; he came out through the sliding door on the forward deck. The chief mate was asleep; I was on the look-out on that night at the time of the collision. The colored man in charge of the wheel was named James Mason; I was right by James Mason, and he acted by my orders in the management of the wheel; I always stand by him, so that my hand can take hold of the wheel if necessary; I leave nothing to his discretion; I give him orders, which are to be obeyed instantly; I *gave* the order, and see and hear if it is obeyed. The chief engineer and the second engineer are the other officers, besides the captain and the first and second mates. The tonnage of the steamer is something over 1,100 tons; the length of the boat is 275 feet, as near as I can guess, and the breadth of beam something over 60 feet; the power of the engine is about 500 horse. There were no persons on the hurricane-deck that night to my knowledge, except myself and the helmsman, unless passengers were, and I saw none.

*Examination in Chief resumed.*

The Louisiana was at that time engaged in carrying the U. States mail, and had them on board that night. The time allowed by the department to make the trip from Baltimore to Norfolk is from 12 to 13 or 14 hours, according to the weather. The distance from Baltimore to Norfolk is about 196 miles, and from that to 200 miles, according to the running water. We stop at Old Point only to receive a mail and deliver one, and land and receive passengers. This causes a delay of about half an hour; I do not know if there is any allowance made by the department for this detention at Old Point. It is necessary for the pilot running the boat to be right alongside of the wheelsman, in order to give him the orders, and to see that they are performed. It is the proper and best place. The pilot-house is, in my opinion, the best place in the boat for the look-out to stand. It gives command of the whole horizon, where he can see ahead and on both sides. There is

nothing in the construction of the pilot-house to obscure the view. I generally lean out of the front window, and thus have an unobstructed view. When thus leaning out, when an order is given to the man at the wheel, he can readily hear it, as he is quite close to me—not more than four feet off. The compass is stationed in the binnacle, about two feet from the wheelsman. When an order is given to change the course of the vessel, the pilot at once perceives whether the order was obeyed or not, by a corresponding change in the course of the vessel, or the want of such change; and the pilot also would hear if the change was made, from the movement of the wheel and boat, and would know if the order was not obeyed if he did not hear the noise attending such movement. On the night of this collision James Mason performed the orders given to him promptly and accurately.

Question. On your cross-examination you stated, in effect, that on the ringing of the bell to stop the boat the captain came out through the sliding door on the forward deck. Please say whether you intend to be understood that he was not previously on deck; particularly whether you mean that he had previously been in the cabin up to the time of the ringing of the bell.

Answer. I can't say whether he was in the cabin or not, but on the ringing of the bell he came out on the forward deck.

*Cross-examination resumed.*

Question. Is the pilot-house and the wheel-house the same thing?

Answer. It is.

Question. On which side of the pilot-house did you stand at the time of the collision, and on which side did the *helman* stand?

Answer. I stood on the port side of the wheel-house, and the wheelsman on the starboard side of the wheel.

Question. In what part of the wheel-house was the binnacle, where the compass was?

Answer. Right on the inside front of the pilot-house, where the wheelsman stands.

A. W. WARD.

*Deposition of James A. W. Ward, witness for appellees, taken before John Hanan, U. S. Com. for Maryland, on the 26th day of April, 1858, at the city of Baltimore.*

BENJAMIN HANEY and others, Appellants,
vs.
THE CLAIMANTS OF THE STEAMER LOUISIANA,
Appellees.

I was second mate and pilot on board the steamer Louisiana on the of February last; I had charge, at the time of the collision, of the running of the boat; it was the captain's watch; the collision took place between the hours of 9 and 10 o'clock at night;

it was a cloudy moonlight night; I made the schooner Perrin between 3 and 4 miles up the bow from us; she appeared to be heading a south course; the wind was blowing from the N. N. W. about a 6 or 7 knot breeze; we were heading a due north course; when I first made the schooner, she bore about N. ½ E. course on the starboard side. In approaching each other, and when the two vessels had approached within the distance of 3 or 400 yards, the schooner then bore north one point east from the steamer, on the starboard side of the steamer; when the Louisiana got within about 150 yards, as near as I could judge, I put the helm of the steamer starboard, and headed the steamer a N. by W. course, which left the schooner bearing two points E. on the starboard bow of the steamer; I had just steadied the boat on that course, and discovered the schooner had altered her course, and put her helm down, heading across the bay, near as I could guess, a west course; the schooner, as near as I could guess, kept her course, and the collision took place; when I discovered the schooner had altered her course, and was heading across the bay, I gave the signal to the engineer to stop the boat and to back.

Question. You spoke above of having just steadied the steamer on the N. by W. course, and discovered the schooner had altered her course. Please say whether you mean that you then for the first time discovered that the schooner had altered her course, or whether you mean that you had previously discovered such alteration?

(This question objected to by the proctor for the libellants, whereupon the proctor for the appellees withdrew the question, and propounded the following question):

Question. Please explain the precise meaning of your evidence above given, where you say you had just steadied the boat in that course, and discovered the schooner had altered her course.

(This question objected to by proctor for libellants.)

Answer. The very moment I steadied the boat, I discovered the schooner had altered her course.

Question. When you discovered that the schooner had altered her course, what did you do on board the steamer?

Answer. I stopped the steamer by giving the signal to the engineer to stop her and back her.

Question. What interval of time, if any, elapsed between the moment you noticed the schooner had changed her course, and the giving of the signal to stop and back the steamer?

Answer. As soon as I could get the word out of my mouth.

Question. Please state whether or not these signals were obeyed; and if obeyed, if the same was promptly done or not.

Answer. They were, and obeyed promptly; I was stationed in the pilot's house at my regular station, where I could put my hand on the wheel; there was a wheelsman at the wheel, who was as

competent as any man that ever took hold of a wheel; I consider him as good a man to steer as myself, tho' he was a black man; the pilot's house is on the upper deck, about 25 feet above the lower main deck, and about 60 feet from the bow.

(At this stage of the deposition, the commissioner being sent for by the court, and also the proctor for the appellants, the taking of this deposition further was indefinitely postponed, and was resumed this day, May 24th, 1858, by consent.)

May 24, 1858.—James A. W. Ward, recalled, deposes as follows:

*Cross-examined.*

Up to the time I gave the signal to stop, *were* were making at the rate of 12 to 14 knots an hour. I was the pilot at the time of the collision; I am a regularly licensed pilot; the captain is also a pilot, and the chief mate also, both regularly licensed pilots; I was the 2d mate of the steamer. The collision occurred in the captain's watch; there are two watches, the captain's and the first mate's; I was acting in the captain's place at the time, in regard to running of the boat, but not in regard to the charge of the boat; I was in charge of the watch in running the boat.

Question. Was not the captain below at supper at the time of the collision?

Answer. He was not; he was on the forward deck.

Question. When did he come on the forward deck?

Answer. He came out on the forward deck immediately on the ringing of the bell to stop the boat; he came out through the sliding door on the forward deck; the chief mate was asleep; I was the look-out on that night, at the time of the collision. The colored man in charge of the wheel was named James Mason; I was right by James Mason, and he acted by my orders in the management of the wheel; I always stand by him, so that my hand can take hold of the wheel if necessary; I leave nothing to his discretion; I give him orders, which are to be obeyed, and I see that they are obeyed instantly; I give the order, and see and hear it is obeyed; the chief engineer and the 2d engineer are the other officers besides the captain and 1st and 2d mates; the tonnage of the steamer is something over 1,100; the length of the boat is 275 feet, as near as I can guess, and the breadth of beam something about 60 feet; the power of the engine is about 500 horse; there were no persons on the hurricane-deck that night, to my knowledge, except myself and the helmsman, unless passengers were, and I saw none.

*Examination in Chief resumed.*

The Louisiana was at that time engaged in carrying the U. S. mail, and had them on board that night; the time allowed by the department to make the trip from Baltimore to Norfolk is from 12 to 13 or 14 hours, according to the weather; the distance from

Baltimore to Norfolk is about 196 miles, and from that to 200, according to the running water; we stop at Old Point only to receive a mail and deliver one, and to land and receive passengers; this causes a delay of about half an hour; I do not know if there is any allowance made by the department for this detention at Old Point.

It is necessary for the pilot running the boat to be right alongside of the wheelsman, in order to give him the orders, and to see that they are performed. It is the proper and best place. The pilot-house is, in my opinion, the best place in the boat for the look-out to stand. It gives command of the whole horizon, where he can see ahead and on both sides. There is nothing in the construction of the pilot-house to obscure the view. I generally lean out of the front window, and thus have an unobstructed view. When thus leaning out, when an order is given to the man at the wheel, he can readily hear it, as he is quite close to me, not more than four feet off. The compass is stationed in the binnacle, about two feet from the wheelsman. When an order is given to change the course of the vessel, the pilot at once perceives whether the order was obeyed or not, by a corresponding change in the course of the vessel, or the want of such change; and the pilot also would hear if the change was made, from the movement of the wheel and boat, and would know if the order was not obeyed if he did not hear the noise attending such movement. On the night of this collision, James Mason performed the orders given to him promptly and accurately.

Question. On your cross-examination, you stated, in effect, that in the ringing of the bell to stop the boat, the captain came out through the sliding-door on the forward deck. Please say whether you intend to be understood that he was not previously on deck, particularly whether you mean that he had previously been in the cabin up to the time of the ringing of the bell.

Answer. I can't say whether he was in the cabin or not; but on the ringing of the bell, he came out on the forward deck.

*Cross-examination resumed.*

Question. Is the pilot-house and the wheel-house the same thing?

Answer. It is.

Question. On which side of the pilot-house did you stand at the time of the collision, and on which side did the helmsman stand?

Answer. I stood on the port side of the wheel, and the helmsman on the starboard side of the wheel.

Question. In what part of the wheel-house was the binnacle, where the compass was?

Answer. Right on the inside front of the pilot-house, just in front where the wheelsman stands.

A. W. WARD.

*Deposition of George W. Akers, witness for the appellees, taken before John Hanan, U. S. Com., at the city of Baltimore, on 24th May,* 1858.

BENJAMIN HANEY and others, Appellants,
vs.
THE CLAIMANTS OF THE STEAMER LOUISIANA,
Appellees.

I am the chief engineer of the Louisiana, and was on board her during the night of the collision. I heard the orders to stop and back. The gong is right alongside of where I stand in the engine-room. As soon as the gong was struck I stopped the boat, and as soon as the signal to back was made, which was immediately after the signal was given to stop, I backed her. There was no interval between the signals. The three strokes were consecutive, and were promptly obeyed.

The schooner Wm. K. Perrin has been raised since the trial in the district court. I and Captain Russel went on board of her about three weeks since. She was then lying in Norfolk harbor, whither she had been carried after she was raised. I did not go for the purpose of examining her, but I looked over her. Thinks the injury from the collision where the steamer struck her could be repaired for about 150 dollars, so far as the woodwork was concerned; I can't say anything about any other damage. I only went with Captain Russell and the agent of our line at Norfolk to look at her.

*Cross-examined.*

I don't know how she was raised, or by whom she was raised; but I understood she was raised by some wreckers in Norfolk, the Bakers. They had her then at their wharf in Norfolk harbor. The oysters were out of her when I was on board of her. I went down into the hold of the vessel. The breach made in the vessel by the steamer was aft of her main rigging. The hole made in her was 18 inches one way and about three feet the other, as near as I could guess by looking at it. I did not measure it. It was not a very smooth hole; just as if you had broken anything in, the fragments would be left on *tore* edges. It was from the light-water mark up to her bends, was where the hole was. I did not see whether any of the beams were broken or not; they might have been; I did not take notice enough for that. I have no interest in the steamer Louisiana. My wages are a regular fixed sum.

his
GEO. W. ⋈ AKERS.
mark

*Deposition of George W. Russell, for the appellees, taken before J. Hanan, U. S. Com. for Maryland, at the city of Baltimore, on the 24th May,* 1858.

BENJAMIN HANEY and others, Appellants,
vs.
THE CLAIMANTS OF THE STEAMER LOUISIANA, Appellees.

The testimony of this witness objected to by proctor for appellants, on the ground that he is a party to this suit, and also on the ground of interest. The proctor for the appellees stated that said witness had been released, and said release was thereupon filed with the commissioner, and is hereto annexed, "Exhibit 1." And the proctor for the appellees also stated that the witness was called upon to give his deposition on behalf of the Baltimore Steam Packet Company.

Said witness says he was captain of the steamer Louisiana at the time the collision occurred between said steamer and the schooner William K. Perrin. The collision occurred in the Chesapeake bay, near the mouth of the river Rappahannock, on the 28th of February last, on a Saturday night, about 40 minutes past 9 o'clock. I was on the forward deck of the steamer at the time of the collision. Some time previously to the collision I had noticed the schooner, and then, in walking round, I stepped into the cabin and came out again, when the gong rang. I had not been in the cabin more than a minute or so before the gong rang. Mr. Ward had charge of the deck, and was acting as pilot at that time. I had always found him to be a reliable and skilful man. He has been with me four or five years. I consider him a competent man. James Mason, who was acting as helmsman, is a colored man, but a very good man, and a first-rate wheelsman, and in 24 years' experience I never had a better. The first time I saw the schooner she appeared to be bearing about north half east from the steamer, at the distance of about 3 or 4 miles, the steamer's course being due north; and the schooner appeared to be heading down the bay, which would be a south course. I cannot say certainly she was holding that course. The wind was about N. N.W. I did not see the schooner change her course till the gong rang, and then she was heading west, when I saw her as I came out of the cabin. That was not her proper course; her proper course was S. S.E. There was no change of the wind that rendered this change of course of the schooner either necessary or proper. The wind was steady; it was about a 6 or 7 knot breeze. I think if the schooner had stood a S. S.E. course, there would have been no collision. If the schooner had not changed to the west there would not have been any collision. The orders to stop and back were perfectly correct, and were promptly obeyed. No other movement could

have been made on board the steamer under the same circumstances. The collision was produced by the change of course of the schooner. The pilot-house is the only and proper place on board the steamer to look out. The pilot-house is situated within 50 feet of the stem, and is in the bows but not in the eyes of the vessel. The pilot-house is on the upper deck, and elevated 25 feet from the main deck. There was nothing interposed between that and the stem of the vessel to interrupt the view of the whole horizon. I have been engaged in the navigation of steamers in the Chesapeake bay between Baltimore and Norfolk for 25 years. From my experience, the pilot-house is a better station for a look-out than any other part of the vessel, for this reason, that you can see at a greater distance, and being close to the helmsman, can give an order and see it obeyed; also close by the bell-pulls, which connect with the gong in the engineer's room; signals, therefore, can be promptly given and acted upon.

Mr. Ward when acting as look-out and pilot, was in his proper watch; there was no necessity for an extra person there besides. After the collision, the persons who had been on board the schooner came on board the steamer, and I heard the man who had been steering the schooner say, in answer to my question where she was bound, *say* that she was bound to Philadelphia. I asked him if he was going to sea that night; his answer was, yes. I then asked him he came to change his course; he said he had been steering for the light of the steamer, supposing it was the Wolf Trap light; and when he got very close, he discovered it was a steamboat, and thought the steamer was coming right over him, which caused him to put his helm a-port, and change his course. I had no further conversation with that person, but had some conversation with the captain of the schooner. I asked him how he came to come so close to the steamer; his answer was, he did not know, he was asleep. I had also some conversation with a man who held the look-out on board the schooner. I asked him how he came to get so close to the steamer; his answer was, he was not much acquainted, having never been on board of a vessel more than four or five months; he did not know how far he was off the steamboat, but told the man at the wheel he had better put his helm up, and keep the schooner off.

I have seen the schooner since she was raised, in Norfolk harbor, about a couple of weeks ago; I went on board of her; I examined her to see what injury she had received from the collision. The break was on the port side, abaft the main rigging, about ten or twelve feet from the stern; the stem of the steamer entered the schooner about two feet in—made an opening of about 14 or 18 inches, the width of the stem of the steamer; the length of the break was, from the lower part of the break to the top of the deck, about three feet. I think the break could be repaired for about

from 100 to 125 dollars. The schooner was raised by the two Bakers, (brothers) who live in Norfolk, and are wreckers. I think the expense of raising the schooner might be some five or six hundred dollars.

*Cross-examined.*

Question. Do you mean to say that the expenditure of $125 would make the schooner William K. Perrin as good a vessel as she was at the time of the collision?

Answer. I did not.

Question. Do you know whether the mainsail and foresail had been lost from the vessel while she was sunk?

Answer. I have been so informed, but I do not know; but I did not see them on her.

Question. How long was it after the collision, before you had the conversation with the persons belonging to the schooner?

Answer. I can't say certainly; it might have been a half an hour or more.

Question. How long was it after the collision, before the vessel sunk?

Answer. Five, or perhaps it might have been ten minutes.

Question. Did not the men in the schooner narrowly escape with their lives?

Answer. I laid alongside some time, and took them on board the steamer; I can't say that they narrowly escaped with their lives; I helped some of them on board myself.

Question. Did you not have to back the steamer to get her free from the schooner?

Answer. She hung in the main rigging till I got the men aboard; and when I did that, I backed the steamer clear of the main boom, and after sailing some distance, about 3 or 40 yards, she sank. I judge the schooner was 3 or 4 miles from us when I turned from her and went into the cabin; and when I next saw her it was after the gong had sounded to stop the engine. I had been to supper, and when I first went on the deck after supper, taking my usual round and saw the schooner, I remained there two or three minutes, and then went into the cabin, after having looked at the schooner during that time, being also occupied at the same time in looking around the horizon and at other vessels.

*Examination in Chief resumed.*

Question. In answer to the question firstly propounded to you on cross-examination, you have said in effect, that the expenditure of $125 would not make the schooner as good a vessel as she was at the time of collision. Please say whether your answer relates to the hull of the vessel or not.

Answer. It does not relate to the hull. I mean to say that the

expenditure of that sum would make the hull as good as ever it was, but not the whole vessel.

*Cross-examination.*

Question. In what respects would the vessel not be so good after the expenditure of $125?

Answer. The rigging and sails would have to be put on her.

Question. What timbers were broken in her, and how many?

Answer. The stem of the steamer went right in between the timbers in the frame of the vessel, struck none of her timbers, and only one of her cross-pieces; it did not hurt it. I mean that $125 of carpenters' work and caulking would have to be done on the schooner. If a vessel gets full of mud in the inside it will injure her from lying in water; this vessel had no mud in her but what came from the oysters.

Question. Do you mean to say that the market value of the hull of this vessel was only injured by the collision to the extent of $125?

Answer. I can say nothing about the market value of the vessel, but this expenditure would make the hull of the vessel as sound and as good as it was before.

Question. Why is it that you are unable to speak of the effect upon the market value of the vessel by the collision?

Answer. Vessel property changes in value almost every day; there might be a prejudice, if any person wanted her, on account of her being sunk, whilst the vessel in fact would be just as good as she was before.

GEO. W. RUSSELL.

*Exhibit No.* 1.

For value received, the Baltimore Steam Packet Company hereby releases George W. Russell from all claim, liability, suits, or right of action which the said company may or might name against him directly or indirectly, for or on account of any loss or damage which said company has sustained, or shall or may sustain, by reason of a collision which occurred in the Chesapeake bay on the evening of the 20th February last, between the steamer Louisiana, whereof the said George W. Russell was the master, and the schooner William K. Perrin, and from all liability to said company, on the part of the said George W. Russell, in case any damages or costs should be recovered against said company, in the matter of the libel and claim of Benjamin Hanry and Charles Ogden now depending against the said company in the district court of the United States for the district of Maryland, in admiralty.

In witness whereof, this release is signed by the president of said company, and sealed with the corporate seal of said company.

by order of the president and directors of said company, this tenth day of March, eighteen hundred and fifty-eight.

M. N. FALLS. [SEAL.]

*Deposition of George W. Akers, witness for the appellants, taken before John Hanan, U. S. Comm'r for Maryland, at the city of Baltimore, on the 24th May,* 1858.

THE CLAIMANTS OF THE STEAMER LOUISIANA, Appellants,
vs.
BENJAMIN HANEY and others, Appellees.

I am the chief engineer of the steamer Louisiana, and was on board of her during the night of the collision. I heard the orders to stop and back. The gong is right alongside of where I stand, in the engineer's room. As soon as the gong was struck I stopped the steamer; and as soon as the signal to back was made, which was immediately after the signal was given to stop, I backed her. There was no interval between the signals; the three strokes were consecutive, and were promptly obeyed. The schooner William K. Perrin has been raised since the trial in the U. S. district court. Captain Russell and I went on board of her about three weeks since; she was then lying in Norfolk harbor, whither she had been carried after she was raised. I did not go for the purpose of examining her, but I looked over her; think the injury from the collision where the steamer struck her could be repaired for about $150, so far as the wood-work was concerned. I can say anything about any other damage; I only went with Captain Russell and the agent of our line at Norfolk to look at her.

*Cross-examined.*

I don't know how she was raised, or by whom she was raised, but I understood she was raised by some wreckers in Norfolk, the Bakers; they had her then at their wharf in Norfolk harbor. The oysters were out of her when I was on board of her. I went down into the hold of the vessel. The breach in the schooner made by the steamer was aft of her main rigging. The *whole* made in her was 18 inches one way and about 3 feet the other, as near as I could guess by looking at it; I did not measure it; it was not a very smooth hole—just as if you had broken anything in—the fragments would be left on the edges; it was from the light-water mark up to her bend where the hole was. I did not see if any of the beams were broken or not; they might have been; I did not take notice enough for that. I have no interest in the steamer Louisiana; my wages are *are* a regular fixed sum.

his
GEO. W. ⋈ AKERS.
mark.

*Deposition of George W. Russell, for appellants, taken before John Hanan, U. S. Com. for Maryland, at the city of Baltimore, on the 24th day of May*, 1858.

THE CLAIMANTS OF THE STEAMER LOUISIANA, Appellants,
vs.
BENJAMIN HANEY and others, Appellees.

(The testimony of this witness objected to by the proctor for the appellees, on the ground that he is a party to the suit, and also on the ground of interest. The proctor for the appellants stated that said witness had been released, and said release was thereupon filed with the commissioner, and marked Exhibit No. 1, and is annexed to the deposition of this witness taken in the case, wherein Haney and others are appellants, and the claimants of the steamer Louisiana are appellees.)

Said witness says he was the captain of the steamer Louisiana at the time the collision occurred between the said steamer and the schooner William K. Perrin. The collision occurred in the Chesapeake bay, near the mouth of the river Rappahannock, on the 28th February last, on a Saturday night, about 40 minutes past 9 o'clock. I was on the forward deck of the steamer at the time of the collision; some time previously to the collision I had noticed the schooner, and then, in walking round I stepped into the cabin and came out again, when the gong rang; I had not been in the cabin more than a minute or so before the gong rang. Mr. Ward had charge of the deck, and was acting as pilot at that time; I have always found him to be a reliable and skilful man; he has been with me four or five years; I consider him a competent man. James Mason, who was acting as helmsman, is a colored man, but a very good man, and a first-rate wheelsman, and in 24 years' experience I never had a better.

The first time I saw the schooner she appeared to be bearing about north half east from the steamer, at the distance of about 3 or 4 miles, the steamer's course being due north, and the schooner appeared to be heading down the bay, which would be a south course; I cannot say certainly she was holding that course; the wind was about N. N. west. I did not see the schooner change her course till the gong rang, and then she was heading west, when I saw her as I came out of the cabin; that was not her proper course; her proper course was S. S. east. There was no change of the wind that rendered this change of course of the schooner either necessary or proper; the wind was steady; it was about a 6 or 7-knot breeze, I think. If the schooner had stood a S. S. east course, there would have been no collision. If the schooner had not changed to the west, there would not have been any collision.

The orders to stop and back were perfectly correct, and were promptly obeyed. No other movement could have been made on

board the steamer under the same circumstances. The collision was produced by the change of course of the schooner.

The pilot-house is the only and proper place on board the steamer to look out. The pilot-house is situated within 50 feet of the stem, and is in the bows, but not in the eyes of the vessel; the pilot-house is on the upper deck and elevated 25 feet from the main deck. There was nothing interposed between that and the stem of the vessel to interrupt the view of the horizon. I have been engaged in the navigation of steamers in the Chesapeake bay, between Baltimore and Norfolk, for 25 years. From my experience, the pilot-house is a better station for a look-out than any other part of the vessel, for this reason, that you can see at a greater distance, and being close to the helmsman, can give an order and see it obeyed; and also close by the bell-pulls, which connect with the gong in the engineer's room. Signals, therefore, can be given promptly and acted upon.

Mr. Ward, when acting as look-out and pilot, was in his proper watch. There was no necessity for an extra person there besides.

After the collision, the persons who had been on board the schooner came on board the steamer, and I heard the man who had been steering the schooner say, in answer to my question where she was bound, *say*, that she was bound to Philadelphia. I asked him if he was going to sea that night. His answer was, Yes. I then asked him how he came to change his course. He said he had been steering for the light of the steamer, supposing it was the Wolf Trap light, and when he got very close he discovered it was a steamboat, and thought the steamer was coming right over him, which caused him to put his helm a-port and change his course. I had no further conversation with that person, but had some conversation with the captain of the schooner. I asked how he came so close to the steamer. His answer was, he did not know; he was asleep. I had also some conversation with a man who held the look-out on board the schooner; I asked him how he came to get so close to the steamer. His answer was, he was not much acquainted, having never been on board of a vessel more than four or five months; he did not know how far he was off the steamer, but told the man at the wheel he had better put his helm up, and keep the schooner off. I have seen the schooner Wm. K. Perrin since she has been raised, in Norfolk harbor, about a couple of weeks ago. I went on board of her; I examined her to see what injury she had received from the collision. The break was on the port side, abaft the main rigging, about 10 or 12 feet from the stern. The stem of the steamer entered the schooner about two feet in; made an opening of about 15 or 18 inches, the width of the stem of the steamer; the length of break to the top of the deck was about three feet. I think the break could be repaired for about from 100 to 125 dollars. The schooner was raised by the

two Bakers, (brothers,) who live in Norfolk, and are wreckers. I think the expense of raising the schooner might be some five or six hundred dollars.

*Cross-examined.*

Question. Do you mean to say that the expenditure of $125 would make the schooner Wm. K. Perrin as good a vessel as she was at the time of the collision?

Answer. I do not.

Question. Do you know whether the mainsail and foresail had been lost from the vessel while she was sunk?

Answer. I have been so informed, but I do not know; but I did not see them on her.

Question. How long was it after the collision before you had the conversation with the persons belonging to the schooner?

Answer. I can't say certainly; it might have been a half an hour or more.

Question. How long was it after the collision before the vessel sunk?

Answer. Five, or perhaps it might have been ten minutes.

Question. Did not the men on board the schooner narrowly escape with their lives?

Answer. I laid alongside some time, and took them on board the steamer. I can't say they narrowly escaped with their lives. I helped some of them on board myself.

Question. Did you not have to back the steamer to get her free of the schooner?

Answer. She hung in the main rigging till I got the men on board; and when I did that I backed the steamer clear of the main boom, and after sailing some distance, about 3 or 40 yards, she sunk. I judge the schooner was 3 or 4 miles from us when I turned from her, and went into the cabin, and when I next saw her it was after the gong had sounded to stop the engine. I had been to supper, and when I first went on the deck after supper taking my usual round, and saw the schooner, I remained there two or three minutes, and then went into the cabin, after having looked at the schooner during that time, being also occupied at the same time looking around the horizon at other vessels.

*Examination in Chief resumed.*

Question. In answer to the question firstly propounded to you on your cross-examination, you have said, in effect, that the expenditure of $125 would not make the schooner as good a vessel as she was at the time of the collision? Please state whether your answer relates to the hull of the vessel or not.

Answer. It does not relate to the hull. I mean to say that the

expenditure of that sum would make the hull as good as it ever was, but not the whole vessel.

*Cross-examination resumed.*

Question. In what respects would the vessel not be so good after the expenditure of 125 dollars?

Answer. The rigging and sails would have to be put on her.

Question. What timbers were broken in her, and how many?

Answer. The stem of the steamer went right in between the timbers in the frame of the vessel, struck none of her timbers, and only one of her cross-pieces; it did not hurt it; I mean that $125 of carpenter's work and caulking would have to be done on the schooner. If a vessel gets full of mud in the inside, it will injure her from lying in water; this vessel had no mud in her but what came from the oysters.

Question. Do you mean to say that the market value of the hull of this vessel was only injured by the collision to the extent of 125 dollars?

Answer. I can say nothing about the market value of the vessel, but this expenditure would make the hull of the vessel as sound and as good as it was before.

Question. Why is it that you are unable to speak of the effect upon the market value of the vessel by the collision?

Answer. Vessel property changes in value almost every day; there might be a prejudice if any person wanted her, on account of her having been sunk, whilst the vessel in fact would be just as good as she was before.

GEO. W. RUSSELL.

*Deposition of Charles Cory, witness for appellees, taken before Jno. Hanan, U. S. Com. for Maryland, at the city of Baltimore, on the 5th day of April,* 1858.

THE CLAIMANTS OF THE STEAMER LOUISIANA, Appellants,
vs.
BENJAMIN HANEY and others, Appellees.

I was on board the Perrin; she left Philadelphia and went to the Patuxent river for oysters; she got a full load of oysters, about 200,000 oysters on board. They were worth from $7 to $8 a thousand at that time in Philadelphia; 150,000 were prime and about 50,000 cullins; the latter were worth from 3 to 4 dollars a thousand; the prime from 7 to 8 dollars a thousand. We left the Patuxent about 2 o'clock on Saturday, February 20, for Philadelphia; went down the bay 30 or 40 miles, when the collision took place. The collision took place about half-past 10 o'clock at night. It was a clear moonlight night, clear as I ever saw; as bright a night

as I ever saw. The tonnage of the Perrin is 40 or 43 tons. We were 3 or 3½ miles from the steamer Louisiana when I first saw her; we were going down the bay, and she was coming up. I was walking to the leeward of the vessel, which was her larboard side, and I saw the Louisiana between the night-head and fore-shroud of the schooner; the Louisiana was to the leeward, larboard and eastward of the schooner. The wind was blowing about northwest, I should think; our course was due south at the time. We did not change our course until we were within 150 yards, if indeed we were more than 100 yards from the Louisiana. We changed our course to windward; that is, westward. About the time the schooner changed her course, the steamer changed her course to N. N. west, as I think; then the collision occurred. The schooner was struck forward the trunk, about 20 feet from the stern, on her larboard side, by the bow of the steamer, and run into her, I guess about four feet; the schooner sunk in about 3 or 4 minutes. The captain, who was below at the time, escaped with only a shirt and pair of pants; the crew escaped with only what they had on. The crew were in imminent peril of their lives, and had barely time to escape; three of them got completely under the water. When the steamer struck the schooner, the latter's stern was driven under the water; she righted up afterwards. As her stern was driven under the water as aforesaid, the water rushed into the cabin and washed the steward back into the cabin, but he managed to escape.

If neither the steamer nor the schooner had changed their courses, we would have been driven under the larboard guard of the steamer. That is my opinion. Her bow might have struck us, but my opinion is, we would have gone under her larboard guards, not far from her bow. The captain, I know, had 45 dollars aboard, and I know that he lost it, for he had not a cent of money when he got to this place. We were taken on board the Louisiana and brought to Baltimore. The captain's clothes, which he lost, were worth $50, if not $60. The schooner had everything aboard of her that vessels of that class usually have.

*Cross-examined.*

There was on the deck of the schooner at the time of the collision, Bill Miles and myself. I can't say that I am a seaman; I know what my duty is on board of a vessel like her. I had never been down the bay before below the Patuxent. The other persons on board the schooner besides Mr. Miles and myself were Charles Ogden, who was the captain, and John Massey, City Walter, hands, and Jaspar Reeves, steward. I was employed as an oysterman. The contract about the oysters was this: Two-thirds were to be received by Ogden, Miles and myself, after one-third and the expenses of the vessel were taken out. The other persons on

expenditure of that sum would make the hull as good as it ever was, but not the whole vessel.

*Cross-examination resumed.*

Question. In what respects would the vessel not be so good after the expenditure of 125 dollars?

Answer. The rigging and sails would have to be put on her.

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GEO. W. RUSSELL.

*Deposition of Charles Cory, witness for appellees, taken before Jno. Hanan, U. S. Com. for Maryland, at the city of Baltimore, on the 5th day of April,* 1858.

THE CLAIMANTS OF THE STEAMER LOUISIANA, Appellants,
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If neither the steamer nor the schooner had changed their courses, we would have been driven under the larboard guard of the steamer. That is my opinion. Her bow might have struck us, but my opinion is, we would have gone under her larboard guards, not far from her bow. The captain, I know, had 45 dollars aboard, and I know that he lost it, for he had not a cent of money when he got to this place. We were taken on board the Louisiana and brought to Baltimore. The captain's clothes, which he lost, were worth $50, if not $60. The schooner had everything aboard of her that vessels of that class usually have.

*Cross-examined.*

There was on the deck of the schooner at the time of the collision, Bill Miles and myself. I can't say that I am a seaman; I know what my duty is on board of a vessel like her. I had never been down the bay before below the Patuxent. The other persons on board the schooner besides Mr. Miles and myself were Charles Ogden, who was the captain, and John Massey, City Walter, hands, and Jaspar Reeves, steward. I was employed as an oysterman. The contract about the oysters was this: Two-thirds were to be received by Ogden, Miles and myself, after one-third and the expenses of the vessel were taken out. The other persons on

board were paid by the month. This interest in the oysters was received in lieu of wages. If the schooner, instead of changing her course west, had changed to the east, there would not have been a collision. Witness states that he does not know that the vessels would have passed if she had changed her course east at the moment she changed west. We were treated middling on the steamer; not as we would have treated any one on our boat. The captain and steward remained in their wet clothes all night.

*Re-examined.*

It was a cold night. I've been following the water as an oysterman for four years and a half. I have been during that time performing the duties of a mariner, when not actively engaged in dredging for oysters. It was part of my duty to help to navigate the vessel, to help to look out, and I was always in one of the watches. It was also my interest to do so. The hands on the vessel were all white. I am a citizen of New Jersey; it is my place of residence, and I sail from thence.

*Cross-examined.*

I follow the water only during the oyster season, which commences with us about the middle of August, and ends about two weeks after the 4th of July. The commencement is the planting oysters, and which begins about the middle of April, and ends about the middle of July. This we do in March River cove. We came last season to the Chesapeake, because our oysters were not good.

*Re-examined.*

There are plenty of steamers in Delaware bay, but none in Marsh River cove. Going up to Philadelphia we meet plenty of steamers.

Right away on my seeing the steamer, I said to Miles, "Bill, hadn't you better keep away?" When I made this remark, the steamer was, I suppose, 3 or 3½ miles off. About five minutes afterwards I again asked him if he hadn't better keep away, and he made me no answer. These were the only times I suggested to him to bear away; and I have never stated to any person that I had called to him to bear away on any other occasion. If he had kept away, it would have carried the schooner more to the east.

CHARLES CORY.

*Deposition of Wm. J. Miles, witness for appellees, taken before John Hanan, U. S. Com'r for Maryland, at the city of Baltimore, on the 5th April,* 1858.

THE CLAIMANTS OF THE STEAMER LOUISIANA,
Appellants,
vs.
BENJAMIN HANEY and others, Appellees.

I was aboard the William K. Perrin at the time of the collision; I was at the helm when the collision occurred. We had been from Philadelphia, I think, about 13 days; it may be more. I should suppose that the schooner had on board at the time some 1,200 or 1,400 bushels of oysters—about 200,000 oysters; I should judge there was 150,000 oysters prime, and 50,000 cullins—had a full load. There was on board the Perrin a stove, worth $12; cooking utensils, $15; 2 extra lamps, $5 50; crockery, $10; bedding, belonging to the captain, $10; and the captain had in money $45; captain's clothes were worth $25; two compasses, worth $5.

It was 2 o'clock when we came round Drum Point. The "Peter A. Keyser" went out ahead of us one or two miles; we followed the Peter A. Keyser, but as the Wm. K. Perrin was a better sailer, she passed the Keyser about 200 yards to the leeward, and then again hauled the schooner to her course, and steered due south, and finding the wind fair, determined to go on and leave the Keyser behind. I suppose we were some 4 or 5 miles below the Rappahannock, when I saw a light from a half a point to ¾ of a point to the eastward; I kept on my course till I heard the steamer's wheels, and I did not alter my course at the moment I heard her wheels; I looked again under the boom, and I saw that her light loomed up almost over us, and I shoved the helm down to the larboard, which threw the bow of the schooner to the westward. The steamer struck us about 15 or 20 feet from our stern, abaft the main rigging, two feet aft of the main rigging; I think the steamer went into us some 3 or 4 feet; we were going at the rate of some 6 or 7 miles an hour. When the captain went below, he told me that we would meet the steamer, and told me within ¾ of a mile of where we did actually meet her. The captain, when he went below, told me to steer due south; I kept that course until I found the steamer would be into us. The steamer was not more than 30 yards off when I put the helm down; I put the helm down to save myself and the vessel; I knew it was our only chance. If I had not put the helm down, the steamer would have struck us between our night-heads and forward rigging, somewhere within 7 or 8 feet from the bow. If she had struck us on the bow instead of where she did strike us, not a man would have been saved.

I have been following the water about 13 or 14 years; I have been accustomed to take the helm for the last 4 or 5 years—that is, of oyster boats. Mr. Cory was looking out at the time of the collision, and was competent to do so; I never left the helm until I was thrown from it. When the steamer struck our vessel, she threw me to windward. When I found the steamer was about to strike us, I called to the captain and hands who were below, and at the same time I put the helm down, but I never let go the helm until I was thrown from it by the force of the collision; and when Captain Rice says that I said I had left the helm, he is mistaken;

I never said so. We were some four miles to the westward of the main channel at the time of the collision—I mean from the centre of the main channel; I went up our rigging until I could get on the bow of the steamer, and in that way got on the steamer. I did not hear Mr. Cory tell me to put my helm to the starboard; he says he did, but I did not hear him. He says he told me to do so when we first saw the steamer; I did not hear him. The reason why I adhered to the course we were on was, because I always understood that it was the duty of the steamboats to clear sailing vessels; that sailing vessels were to keep on the course. The oysters would have brought a thousand or twelve hundred dollars in Philadelphia if they had been there on the night they were sunk.

*Cross-examined.*

I took the helm about ½ past 8 o'clock. From that time until the collision there was no one on the watch except Cory and witness; one of the men once or twice showed his head above the companion way, but did not come on deck, or perform any duty. My position was on the larboard side of the helm. The boom of the schooner was on the larboard side. The distance from the lower end of the boom to the deck was from 3 to 3½ feet. From where witness was he could see nothing ahead without looking under the boom. When witness looked under the boom to see the steamer ahead, he rested on one knee, and held the helm with his right hand. Witness was in that *possession*, resting on his knee, some half or three quarters of an hour. I did not watch the steamer all the time, but watched my course. The compass was in the binnacle, and the binnacle on the trunk. The trunk was 2½ feet high from the deck, and the binnacle 2½ feet above the trunk. The compass in the binnacle was about 4 inches higher than the trunk, and the light was in the binnacle forward of the compass. The width of the trunk was 14 feet. The width of the binnacle was 18 or 19 inches. The position of the binnacle on the trunk was on the larboard side of the vessel, about six inches from the centre. If Cory gave any orders, I did not hear them. If I had heard, I don't think I should have obeyed them, for my practice always was to keep my course when meeting a steamer. The steamer's light was 4 or 5 miles off when witness first saw it, but he did not get upon his knees for some time afterwards. Our vessel did vary a little, but not enough to take from her course; all vessels will vary a little. I called the men below, and put the helm down at the same moment; I never said to Mr. Grafton, Captain Rice, or any man living, that I left the helm when I called the captain and hands from below. A very short time elapsed from the moment he put the helm down until the collision. No one but the captain got on deck before the collision. He got on deck just as she struck us. The schooner was heading at the moment of collision, witness

thinks west. When I put the helm down, I sat upon it. Witness does not know the length of the schooner, but she is over 50 feet.

*Re-examined.*

The distance from the end of the helm to the companion-way is about six inches. If I had wanted to call any one from the cabin, I had no need of leaving the *cabin*. You walk right down the cabin from the helm; you enter the companion-way from aft. At the time the steamer's light was made from the schooner, I was not on my knee; I had then arisen from my knee; but when Cory told me there was a light ahead, I then went on my knee again, and remained on my knee until within a second of when she struck us; and when in that position, I could see as plainly and distinctly anything ahead as I wanted to see.

*Cross-examined.*

The steamer never westerned on me that I could discover until she got within half a mile; then the steamer bore about ½ or ¾ of a point to the leeward, about south by ½ east.

*Re-examined.*

The second mate of the steamer asked me why I didn't luff or keep away, and I am sorry I don't remember the very words I said to him. I asked him why he didn't luff or keep away, and he said, We don't luff or keep away; we keep on our course. I was on the deck of the steamer three times on that night; except the man in the wheel-house, I saw no one on either of those occasions.

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WM. J. ⋈ MILES.
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*Deposition of Charles Cory, witness for the appellants, taken before John Hanan, U. S. Com'r for Maryland, at the city of Baltimore, on the 5th of April,* 1858.

BENJAMIN HANEY and others, Appellants,
vs.
THE CLAIMANTS OF THE STEAMER LOUISIANA, Appellees.

I was on board the Perrin. She left Philadelphia, and went to the Patuxent river for oysters. She got a full load of oysters—about 200,000 oysters on board; they were worth from $7 to $8 a thousand at that time in Philadelphia; 150,000 were prime, and 50,000 cullins. The latter were worth from $3 to $4 a thousand; the prime from $7 to $8 a thousand. We left the Patuxent about 2 o'clock on Saturday, 20th February, for Philadelphia; went down the bay 30 or 40 miles, when the collision took place. The collision took place about half-past 10 o'clock at night; it was a

clear, moonlight night—clear as I ever saw—as bright a night as I ever saw. The tonnage of the Perrin is 40 or 43 tons. We were 3 or 3½ miles from the steamer Louisiana when I first saw her; we were going down the bay and she was coming up; I was walking to the leeward of the vessel, which was the larboard side, and I saw the Louisiana between the night-head and fore shroud of the schooner. The Louisiana was to the leeward, larboard, and eastward of the schooner. The wind was blowing about northwest, I should think. Our course was due south at the time; we did not change our course till we were within 150 yards, if, indeed, we were more than 100 yards from the Louisiana. We changed our course to windward—that is, westward. About the time the schooner changed her course, the steamer changed her course to north-northwest, as I think; then the collision occurred; the schooner was struck forward the trunk, about 20 feet from the stern, on her larboard side, by the bow of the steamer, and run into her I guess about 4 feet. The schooner sunk in about 3 or 4 minutes. The captain, who was below at the time, escaped with only a shirt and pair of pants. The crew escaped with only what they had on. The crew were in imminent peril of their lives, and had barely time to escape—three of them got completely under the water. When the steamer struck the schooner, the latter's stern was driven under the water; she righted up afterwards. As her stern was driven under the water as aforesaid, the water rushed into the cabin, and washed the steward back into the cabin, but he managed to escape. If neither the steamer nor the schooner had changed their courses, we would have been driven under the larboard guard of the steamer; that is my opinion. Her bow might have struck us; but *in* my opinion is, we would have gone under her larboard guards, not far from her bow. The captain, I know, had $45 aboard, and I know that he lost it, for he had not a cent of money when he got to this place. We were taken on board the Louisiana, and brought to this place. The captain's clothes, which he lost, were worth $50, if not $60. The schooner had everything aboard of her that vessels of that class usually have.

*Cross-examined.*

There was on the deck of the schooner at the time of the collision Bill Miles and myself. I can't say that I am a seaman; I know what my duty is on board of a vessel like her. I had never been down the bay before below the Patuxent. The other persons on board the schooner, besides Mr. Miles and myself, were Charles Ogden, who was the captain, and John Massey, Cely Wallen, hands, and Joseph Reeves, steward. I was employed as an oyster-man. The contract about the oysters was this: two-thirds were to be received by Ogden, Miles and myself, after one-third and the expenses of the vessel were taken out. The other persons on board

were paid by the month. This interest in the oysters was received in lieu of wages.

If the schooner instead of changing her course west had changed to the east, there would not have been a collision. Witness states that he does not know that *they* the vessel would have passed if she had changed her course east at the moment she changed west. We were treated middling on the Louisiana, not as we would have treated any one on our boat. The captain and steward remained in their wet clothes all night.

*Re-examined.*

It was a cold night. I've been following the water as an oysterman for four years and a half. I have been during that time performing the duties of a mariner, when not actually engaged in dredging for oysters. It was a part of my duty to help to manage the vessel, to help to look out, and I was always in one of the watches. It was also my interest to do so. The hands on the vessel were all white. I am a citizen of New Jersey; it's my place of residence, and I sail from thence.

*Cross-examined.*

I follow the water only during the oyster season, which commences with us about the middle of August, and ends about two weeks after the 4th of July. The commencement is the planting of oysters, and which begins about the middle of April, and ends about the middle of July. This we do in Marsh River cove. We came last season to the Chesapeake because our oysters were not good.

*Re-examined.*

There are plenty of steamboats in Delaware bay, but none in Marsh River cove. Going up to Philadelphia, we meet plenty of steamers.

Right away, on my seeing the steamer, I said to Miles, "Bill, hadn't you better keep away?" When I made this remark the steamer was, I suppose, 3 or 4 miles off. About five minutes afterwards I again asked him if he hadn't better keep away, and he made me no answer. These were the only times I suggested to him to bear away, and I have never stated to any person that I had called to him to bear away on any other occasion. If he had kept away it would have carried the schooner more to the east.

CHARLES CORY.

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There was on board the Perrin a stove worth $12; cooking utensils, $15; 2 extra lamps, $5 50; crockery, $10; bedding belonging to the captain, $10; and the captain had in money, $45; captain's clothes were worth $25; two compasses, worth $5.

It was 2 o'clock when we came round Drum Point. The "Peter A. Keyser" went out ahead of us one or two miles. We followed the Peter A. Keyser, but as the Wm. K. Perrin was a better sailer she passed the Keyser about 200 yards to the leeward, and then again hauled the schooner to her course, and steered due south, and finding the wind fair, determined to go on and leave the Keyser behind. I suppose we were some 4 or 5 miles below the Rappahannock when I saw a light from a half a point to ¾ of a point to the eastward; I kept on my course till I heard the steamer's wheels, and I did not alter my course at the moment I heard her wheels; I looked again under the boom, and I saw that her light loomed up almost over us, and I shoved the helm down to the larboard, which threw the bow of the vessel to the westward; the steamer struck us about 15 or 20 feet from our stern, abaft the main rigging, two feet aft the main rigging; I think the steamer went into us some 3 or 4 feet; we were going at the rate of some 6 miles an hour; when the captain went below he told me that we would meet steamer, and told me within ¾ of a mile of where we did actually meet her. The captain when he went below told me to steer due south; I kept that course until I found the steamer would be into us. The steamer was not more than 30 yards off when I put the helm down; I put the helm down to save myself and the vessel; I knew it was our only chance; if I had not put the helm down the steamer would have struck us between our nighthead and forward rigging, somewhere within 7 or 8 feet of the bow; if she had struck us on the bow instead of where she did strike us, not a man would have been saved. I have been following the water about 13 or 14 years; I have been accustomed to take the helm for the last 4 or 5 years, that is of oyster boats. Mr.

Cory was looking out at the time of the collision, and was competent to do so; I never left the wheel until I was thrown from it; when the steamer struck our vessel she threw me to the windward; when I found the steamer was about to strike us, I called to the captain and hands, who were below, and at the same time I put the helm down, but I never let go the helm until I was thrown from it by the force of the collision; and when Captain Rice says that I said I had left the helm he is mistaken; I never said so. We were some four miles to the westward of the main channel at the time of the collision; I mean from the centre of the main channel. I went up our rigging until I could get on the bow of the steamer, and in that way got on the steamer. I did not hear Mr. Cory tell me to put my helm to the starboard; he says he did, but I did not hear him. He says he told me so when we first saw the steamer; I did not hear him. The reason why I adhered to the course we were on was because I always understood that it was the duty of the steamboats to clear sailing vessels; that sailing vessels were to keep their course.

The oysters would have brought a thousand or twelve hundred dollars in Philadelphia, if they had been there on the night they were sunk.

*Cross-examined.*

I took the helm about 8½ o'clock; from that time until the collision there was no one on the watch except Cory and witness; one of the men, once or twice, showed his head above the companion-way, but did not come on deck or perform any duty. My position was on the larboard side of the helm; the boom of the schooner was on the larboard side; the distance from the lower end of the boom to the deck was from 3 to 3½ feet; from where witness was, he could see nothing ahead without looking under the boom; when witness looked under the boom to see the steamer ahead, he rested on one knee and held the helm with his *rand* hand; witness was in that position, resting on his knee, some half or three quarters of an hour. I did not watch the steamer all the time, but watched my course; the compass was in the binnacle, and the binnacle on the trunk; the trunk was 2½ feet high from the deck, and the binnacle 2½ feet above the trunk; the compass in the binnacle was about 4 inches higher than the trunk, and the light was in the binnacle forward of the compass; the width of the trunk was 14 feet; the width of the binnacle was 18 or 19 inches; the position of the binnacle on the trunk was on the larboard side of the vessel, about six inches from the centre. If Cory gave any orders I did not hear him; if I had heard, I don't think I should have obeyed them, for my practice always was to keep my course when meeting steamers. The steamer's light was 4 or 5 miles off when witness first saw it; but he did not get upon his knee for sometime afterwards;

our vessel did vary a little, but not enough to take her from her course; all vessels will vary a little. I called to the men below, and put the helm down at the same moment; I never said to Mr. Grafton, Capt. Rice, or any man living, that I left the helm when I called the captain and hands from below; a very short time elapsed from the moment he put the helm down until the collision; no one but the capt'n got on deck before the collision; he got on deck just as she struck us; the schooner was heading at the moment of collision, witness thinks west; when I put the helm down I sat on it. Witness does not know the length of the schooner, but she is over 50 feet long; her beam is 17½ or 18 feet.

*Re-examined.*

The distance from the end of the helm to the companion-way is about six inches; if I had wanted to call any one from the cabin, I had no need of leaving the helm; you walk right down the cabin from the helm; you enter the companion-way from aft; at the time the steamer's light was made from the schooner, I was not on my knee; I had then arisen from my knee; but when Cory told me there was a light ahead, I then went on my knee again and remained on my knee until within a second of when she struck us; and when in that position I could see as plainly and distinctly anything ahead as I wanted to see.

*Cross-examined.*

The steamer never westerned on me that I could discern until she got within half a mile; then the steamer bore about ½ or ¾ of a point to the leeward, about south by ½ east.

*Re-examined.*

The second mate of the steamer asked me why I didn't luff or keep away, and I am sorry I don't remember the very words I said to him. I asked him why he didn't luff or keep away, and he said, We don't luff or keep away; we keep our course. I was on the deck of the steamer 3 times on that night; except the man in the wheel-house, I saw no one on either of these occasions.

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WILLIAM J. ⋈ MILES.
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*Deposition of Lorenzo D. Lore, witness for appellants, taken before Jno. Hanan, U. S. Com., at the city of Baltimore, on the 6th day of November*, 1858.

BENJAMIN HANEY and others, Appellants,
vs.
THE CLAIMANTS OF THE STEAMER LOUISIANA, Appellees.

I am a citizen of the United States, and reside in the city of Philadelphia; my business is the oyster business; I have been en-

gaged in that business for the last seven years; in that time I have had considerable to do with vessels—had some of my own, and have been connected with persons in building vessels, and know generally what they will cost. In reference to the schooner Wm. K. Perrin, I knew her; I was aboard of her while they were building her at the yard; I went all over her in her hold; I examined her thoroughly; I consider her a well built vessel; she was both smooth in the work and well fastened, built out of good materials, stuff being white oak, and I think some hard pine in her beams. I saw the schooner William K. Perrin after she was launched; I considered her a vessel well fitted out in every respect; don't think there was anything wanting to make her a first-class vessel; she was, I think, about 60 feet in length, and, I think, about 18 feet beam; I judge, from the appearance of her, she would carry about 40 tons dead weight, as near as I can tell; such a vessel, at that time, in summer of 1856, could not have been built and fitted out for less than from 2,600 to 3,000 dollars; the reason was, at that time ship timber was high, and wages also.

I was aboard of the said schooner, Wm. K. Perrin, several times at the wharf afterwards, where she came to. I always found the vessel in good order; the man that went in her took a good deal of care of her, as he was part owner, and interested in the property. I knew she was run down, by seeing a notice of it in a newspaper. This summer, in June, when she was libelled for salvage for raising her, and decreed to be sold by the U. S. marshal, I attended the sale at Norfolk with the intention of purchasing the vessel for a party in Philadelphia, a Mr. Faulane; he left it to my judgment to give what I thought the vessel was worth. I bid the vessel up to what I thought she was worth, which was $895; but she was sold for $900. I examined the vessel at that time before the sale; I found she was very much strained and twisted, scarred and bruised, in the raising of her with chains, besides the injury done to her by the collision with the steamer. Her mainmast was sprung, her bowsprit was broke off, her cut-water all tore off, her sails were gone with the exception of some light sails and her main jib; her running rigging was gone, and all her light spars also. The blow that the schooner had received from the steamer, as I supposed, from the nature of the situation of it, was a very heavy one; it had hit the main beam across the break or the quarter, and split it; knocked the knees out of form each side of it, and cut her down to light-water mark, so that they had to nail canvass with a board over the bottom part of the place where she was cut next to the water, to keep her from sinking after they raised her. She was then at that time in the dock and about one quarter full of water, and leaking very badly at that time. She was struck on her larboard side by the steamer, about the break of the quarter. She had oysters in her at the time of the collision, and

was on her way to Philadelphia; those oysters, from the nature of the case, being in bulk in the hold of the vessel, and she sunk in the bay, mud would wash into her and cover them up, and smother them, as they will not live in that condition any length of time. I state this knowingly, from the fact that they will not live laid out on the banks in bulk when they become covered up with mud, and believing that those oysters spoken of were in a worse situation than oysters laid out on the banks in bulk. Those oysters, if they had a full load at that time, could they have got them to market, they would realized money to the amount of over 1,000 dollars, as oysters at that time were selling very high in the city of Philadelphia, bringing from $6 to $8 a thousand, according to quality. The last time I saw her before she was sunk, was just before she started on the trip in which she was sunk. I should consider her at that time worth $2,200, including the whole outfit of the vessel; had I owned her, I would not have taken that for her. I don't think oysters could live in the condition they were in that vessel more than two weeks. The vessel showed marks of having a great deal of mud about her. She was sunk in a muddy bottom.

LORENZO D. LORE.

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This summer, in June, when she was libelled for salvage for raising her, and decreed to be sold by the United States marshal, I attended the sale at Norfolk, with the intention of purchasing the vessel for a party in Philadelphia, a Mr. Faulane. He left it to my judgment to give what I thought the vessel was worth. I bid the vessel up to what I thought she was worth, which was $895; but she was sold for $900. I examined the vessel at that time before the sale; I found she was very much strained and twisted, scarred and bruised, in the raising of her with chains; besides the injury done to her by the collision with the steamer. Her mainmast was sprung, her bowsprit was broke off, her cut-water all torn off, her sails were gone with the exception of some light sails, and her main jib; her running rigging was gone, and all her light spars also. The blow that the schooner had received from the steamer, as I supposed, from the nature of the situation of it, was a very heavy one. It had hit the main beam across the break of the quarter and split it, knocked the knees out from each side of it, and cut her down to light-water mark, so that they had to nail canvass with a board over the bottom part of the place where she was cut, next to the water, to keep her from sinking after they raised her.

She was then at that time in the dock, and about one-quarter full of water, and leaking very badly at that time; she was struck on her larboard side by the steamer about the break of the quarter; she had oysters in her at the time of the collision, and was on her way to Philadelphia; those oysters, from the nature of the case, being in bulk in the hold of the vessel, and she sunk in the bay, the mud would wash into her and cover them up and smother them, as they will not live in that condition any length of time. I state this knowingly, from the fact that they will not live laid out on the banks in bulk, when they become covered up with mud, and believing that those oysters spoken of were in a worse situation than oysters laid out on the banks in bulk. Those oysters, if they had a full load at that time, could they have got them to market, they would have realized money to the amount of over $1,000, as oysters at that time were selling very high in the city of Philadelphia, bringing from 6 to 8 dollars a thousand, according to quality. The last time I saw her before she was sunk was just before she sailed on the trip on which she was sunk; I should consider her at that time worth $2,200, including the whole outfit of the vessel; had I owned her, I would not have taken that for

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LORENZO D. LORE.

*Letter from Wm. M. Addison and R. H. Battee, Proctors for the owners of the schooner Wm. K. Perrin, to the owners of the steamer Louisiana.*

BALTIMORE, 24 *February*, 1858.

MOORE N. FALLS, Esq., &c., &c.

DEAR SIR: The owners of the schooner William K. Perrin, which was run into and sunk by the steamer Louisiana on Saturday night last, have employed us to bring suit against the said steamer and her master, they having failed by other means to obtain redress.

The object of this letter is to inform the owners of the Louisiana, through you, that the owners of the William K. Perrin believing it impossible to raise her, except at a cost far exceeding her value and that of her cargo, will make no effort to raise her; and that if the owners of the steamer, for their own benefit and at their own cost, desire to do so, they are at liberty to do so. In a word, the owners of the schooner intend to claim and do claim her full value and that of her cargo, and all other damages they may be entitled to; they regard it as due to the owners of the steamer to give them every advantage which they can derive from reclaiming the schooner and her cargo, if they shall desire to make an effort to recover them. Accordingly we inform you that you are at liberty to take such steps as you think fit to obtain the vessel and her cargo.

Yours, very respectfully,
WM. MEADE ADDISON,
R. H. BATTEE,
*Proctors for Owners.*

In the Circuit Court of the United States, Maryland district.

HANEY and others
v.
THE STEAMER LOUISIANA.

Proof of the ownership of the William K. Perrin by the libellants is waived.

WM. SCHLEY, *for Defend'ts.*

11th November, 1858.

*Report of John S. Brown and John S. Beacham.*

NORFOLK, VA., *April* 29, 1858.

The undersigned, master shipwrights of the port of Baltimore,

State of Maryland, certify that at the request of parties interested in a collision between steamer Louisiana, of Baltimore, and schooner Wm. K. Perrin, of Fairton, New Jersey, occurring on the 20th day of February, 1858, to investigate, first, as to our opinion of the value of said schooner at the time of collision; secondly, to inquire the cost to repair damage on larboard quarter of said schooner, said to have been done by steamer Louisiana's stem coming in contact therewith, on this day, the 29th of April, 1858, we repaired on board the schooner Wm. K. Perrin, now lying in the harbor of Norfolk, and made a careful examination of said schooner, and assuming her original cost to be $3,000, we estimate her value at the time of the collision to be $2,400, she being represented to us as two years old.

Second. The cost of repairing larboard quarter of said schooner, as admitted to be injured by stem of steamer Louisiana coming in contact therewith, to be one hundred dollars.

JOHN S. BROWN,
JOHN S. BEACHAM.

*Agreement endorsed on the foregoing Report.*

It is agreed that this evidence taken at the instance of the Baltimore Steam Packet Company may be read, to have the same effect as if the witnesses had been regularly examined before a commissioner.

WM. M. ADDISON,
*Proctor for Libell'ts.*

12 Nov., 1858.

*Libel for Salvage.*

WILLIAM J. ODEON
v.
SCHOONER WILLIAM K. PERRIN. } In Admiralty.

To the Honorable James D. Halyburton, Judge of the District Court of the United States for the eastern district of Virginia:

William J. Odeon, of the city of Norfolk, Virginia, exhibits this his libel against the schooner William K. Perrin, of Fairton, New Jersey, (whereof late was master,) now in the port of Norfolk and Portsmouth, in the aforesaid district, and within the admiralty and maritime jurisdiction of this honorable court, her tackle, apparel, and furniture, and against all persons lawfully intervening for their interest therein.

And thereupon the said libellant (William J. Odeon) alleges and articulately propounds, as follows:

First. That on the day of February, 1858, the aforesaid schooner, the William K. Perrin, of 40 tons burden, or thereabouts, was run down about midnight by the steamer Louisiana, (as this libellant is informed,) whereof George W. Russell is and then

was the master and commander, in Chesapeake bay, off the coast of Matthews county, Virginia, a few miles to the southeastward of the mouth of the Rappahannock river, and the said schooner William K. Perrin was then and there sunk in six fathoms water, where the said schooner remained imbedded in the mud, and was submerged under the water of the bay, and was abandoned by the captain and crew, and became *as* was derelict.

Second. That on Saturday, the 27th day of March, 1858, the libellant (William J. Odeon) procured steam-tug called the Thomas Reaney, of 87 tons burden, and a schooner, called then Glenview, of 165 tons burden, and a certain other schooner, called the T. W. Johnstone, of 87 tons burden, (which said steam-tug and schooners are wrecking vessels, suitable to and adapted for such business,) at Norfolk aforesaid; despatched said steam-tug and schooners, with a crew of sixteen men, all of whom were under the charge and direction of Capt. Barnabas Baker, of Norfolk, Va., and of Capt. Joseph Baker, of Portsmouth, Virginia, the agents of the libellant, who are experienced and active wreckers and mariners, to Chesapeake bay, at the Rappahannock river, where the said schooner William K. Perrin was still lying sunk beneath the waters of the bay, and so deeply imbedded in the mud that the mud covered one side of her deck; and the libellant instructed his said agents, Capt. B. Baker and Capt. J. Baker, to employ the said tug and the two said wrecking schooners, with the said crew of sixteen men, in raising the said schooner out of the mud and from beneath the waters of the bay, and bring her, if possible, into the port of Norfolk and Portsmouth.

Third. On the same day, (March 27, 1858,) the said steam-tug and wrecking schooners, with the said crew of sixteen men, in charge of said Capt. B. Baker and Capt. J. Baker, agents of the libellant, left the port of Norfolk, and on the morning of Sunday (March 28, 1858,) they arrived at their destination, near the mouth of the Rappahannock river, to wit: at the spot where the said schooner William K. Perrin was still then lying sunk in the mud and submerged as aforesaid. They worked all day and all night, endeavoring to raise the said schooner Wm. K. Perrin, on Sunday, March 28, 1858, on Monday (March 29, 1858,) and on Tuesday (March 30, 1858;) and on Wednesday morning (March 31, 1859,) they succeeded, after great exertions and with the aid of the said steam-tug and wrecking schooners, in raising the said schooner William K. Perrin. On Wednesday (March 31, 1858,) they were engaged in throwing overboard the cargo, which consisted only of oysters, which had become spoiled and valueless; and on Thursday (April 1, 1858,) and on Friday (April 2, 1858,) they were actively and constantly engaged in repairing the said schooner and in stopping her leak, for she was leaking badly, having been cut about three feet into her broadside by the collision with said steamer Louisiana, as before stated. On Saturday (April 3, 1858,) the

said steam-tug and two said wrecking schooners, with their crew of sixteen men, under the charge of Capt. B. Baker and Capt. J. Baker, (the agents of the libellant,) started for the port of Norfolk, in Virginia, having the said schooner William K. Perrin in tow of the steam-tug Thomas Reaney, and of the wrecking schooner F. W. Johnstone, and on Monday (April 3, 1858,) they arrived in the port of Norfolk. The weather was generally bad, wet and windy, from 28th March, 1858, to April 3, 1858. The whole force, comprising the said tug and schooners, the crew of sixteen men and the said agents of the libellant, Capts. B. and J. Baker, was constantly employed in the service of the said schooner William K. Perrin, from the said 27th day of March, 1858, to the said 3d day of April, 1858. Besides the said cargo as before mentioned, which was necessarily thrown overboard and was worthless, the agents of the libellant found on board of the said schooner William K. Perrin the sum of $32 in money, and the clothing of the crew of the William K. Perrin, supposed to be the clothing of about six men.

Fourth. That but for the assistance thus rendered by the libellant to the said schooner William K. Perrin, the said schooner would have been utterly and entirely valueless. She had previously been stripped by persons unknown to the libellant, of every valuable article that could easily be moved away, especially of her mainsail and foresail.

Fifth. That the said schooner William K. Perrin is still in the possession of the libellant, no one ever having claimed possession of her from the libellant, although the libellant, through his agents, B. Baker and J. Baker, has applied to the registered owner to take possession of the said schooner, provided he would pay to the libellant a commensurate reward for the important services rendered by him, which the said owner (or one of the owners, if there be more than one, of which the libellant has no knowledge) refused to do, though admitting his ownership of the said schooner Wm. K. Perrin.

Sixth. That all and singular the premises are true. Wherefore the libellant prays that process, in due form of law, may issue against the said schooner William K. Perrin, her tackle, apparel and furniture, and that this honorable court will pronounce for the demand of the libellant, and will decree to him such compensation and reward by reason of the premises shall appear to be just and reasonable, together with the costs and expenses, and such other and further relief and redress as to right and justice may appertain, and as the court is competent to give in the premises.

WILLIAM J. ODEON.

CHARLES SHARP,
*Proctor for the Libellant.*

William J. Odeon, the libellant, whose name is signed to the

above libel, this day made oath before me that the facts set forth in said libel are true, to the best of his knowledge and belief.

JNO. T. FRANCIS,
*Cl'k U. S. Dist. Court.*

May 18, 1858.

A true copy. Teste: JNO. T. FRANCIS,
*Cl'k U. S. Dist. Court.*

(*Endorsed:*)

It is agreed this may be read in evidence in the above cause.

W. M. A.,
*Proctor for Haney and others.*
WM. SCHLEY,
*Proct. for Louisiana and owners.*

*Decree.*

At a district court of the United States for the eastern district of Virginia, at Norfolk, continued by adjournment, and held on Monday the 8th day of November, A. D. 1858, and of the independence of the United States of America the 83d.

ODEON
vs. } In Admiralty.
THE SCHOONER WM. K. PERRIN.

On reading and filing the report of sale returned by the marshal, and the report of the clerk in this cause, the court having taken time to advise as to the decree, and the proctors of the libellant and claimants having been heard, it is ordered, adjudged and decreed by the court, that the libellant pay into this court the sum of thirty-two dollars ($32,) and that out of the net proceeds of sale under the writ of venditioni exponas issued in this cause, together with the said sum of thirty-two dollars ($32,) the clerk of this court pay to the salvor, or to Charles Sharp, his proctor, the sum of five hundred and twenty-five dollars ($525,) the amount of salvor's expenses; that there be paid to the clerk of this court the sum of twenty-four dollars and twenty-six cents ($24 26,) his fees and commissions; to the libellant's proctor twenty dollars, his taxed fee; to Taz'll Taylor, proctor for claimants, twenty dollars ($20,) his taxed fee; and that the balance, amounting to the sum of *one hundred* $176 89, be equally divided between the libellant and the claimants; one of said moieties, amounting to the sum of $88 44, to be paid to Charles Sharp, proctor for libellant; and the other of said moieties, amounting to $88 45, be paid to Taz'll Taylor, proctor for claimants; and that the marshal deliver to Taz'll Taylor, proctor for the claimants,

the clothing belonging to the crew of the said schooner Wm. K. Perrin.

A copy. Teste:

JNO. T. FRANCIS,
*Cl'k U. S. Dist. Co.*

EASTERN DISTRICT OF VIRGINIA,
*City of Norfolk, ss.*

I, John T. Francis, clerk of the district court of the United States for the eastern district of Virginia, hereby certify that the foregoing is a true copy from the records of the said district court.

In witness whereof, I have hereto set my hand and affixed the [SEAL.] seal of the said court this 9th day of November, A. D. 1858.

JNO. T. FRANCIS,
*Cl'k U. S. Dist. Co.*

(*Endorsed:*)

It is agreed this may be read in evidence in the cross appeal in the case of Haney et al vs. Louisiana, and claimants of Louisiana ag'st Haney et al.

W. M. ADDISON,
*For Haney et al.*
WM. SCHLEY,
*For Louisiana and Owners.*

*Agreement.*

HANEY, OGDEN and TRENCHARD, owners of the schooner William K. Perrin,
vs.
THE BALTIMORE STEAM PACKET COMPANY, owners of the steamer Louisiana;

*And*

THE BALTIMORE STEAM PACKET COMPANY, owners of the steamer Louisiana,
vs.
HANEY, OGDEN and TRENCHARD, owners of the schooner Wm. K. Perrin.

It is agreed, that at the time of the collision in this case took place, the Louisiana was employed by the Baltimore Steam Packet Company, the owners of said steamer, in carrying the United States mails between the cities of Baltimore and Norfolk, and that at the time of the collision the said steamer was engaged in one of her regular trips from Norfolk to Baltimore in so carrying the mail as aforesaid; and that by the terms of the contract between Postmaster General and the said company, the time allowed for performing the trip from Norfolk to Baltimore is the

interval of time between the hour 7 o'clock p. m. and 9 o'clock a. m. of the succeeding day, and that the interval includes the time of stoppage at Old Point Comfort.

WM. SCHLEY,
*Proctor for Steamer Louisiana.*
WM. M. ADDISON & R. R. BATTEE,
*For Libel'ts.*

Nov. 12, 1855.

*Agreement.*

In the Circuit Court of the United States, in and for Maryland district.

HANEY and others
vs.
STEAMER LOUISIANA and others. } In Admiralty.

It being alleged that the schooner William K. Perrin, mentioned in the proceedings in this cause, has been raised, it is hereby agreed that the owners of said vessel may proceed to defend any suit for salvage instituted against her, and take possession of her, and settle any claim for salvage against her, without prejudice to their rights, except that the net proceeds of said vessel, or her value, after the payment of all costs and charges against her, shall go in reduction of the amount they may have a right (if any) to claim against the Louisiana or her owners or captain.

But it is understood that the owners of the Louisiana, in entering into this agreement, reserve full liberty, in case they shall be held liable for any amount, to insist that the injury which may have been sustained by the schooner, or the cargo, or any property on board the schooner, has been increased by the omission of the owners of the schooner at any earlier period than she was raised, and also to insist that the act of the owners of the schooner and cargo in abandoning said schooner was unwarranted and improper.

R. R. BATTEE & WM. M. ADDISON,
*Proctor for Libellants.*
WM. SCHLEY & W. K. FALLS,
*Proctors for Balt. Steam Packet Co.*

*Decree.*

Cross-appeals from the District Court of Maryland.

BENJAMIN HANEY and others
vs.
THE STEAMER LOUISIANA.

THE BALTIMORE STEAM PACKET COMPANY, owners of the steamer Louisiana,
vs.
BENJAMIN HANEY and others.

These appeals, by the agreement of counsel, were heard and argued together, and being fully considered by the court here, it is thereupon, this 26th day of November, 1858, adjudged, ordered, and decreed, that the decree of the district be, and the same is hereby, reversed, and that the libel be, and the same is hereby, dismissed. The costs in this court are to be paid by the libellants, and each party to pay their own costs in the district court.

R. B. TANEY.

From which said decree, so as aforesaid passed, the said Benjamin Haney, Charles Ogden, and John Trenchard, by their proctors, in open court here, prayed an appeal to the Supreme Court of the United States, to be held at the city of Washington on the first Monday in December next, and to them it is granted.

Thereupon it is ordered by the court here that the record and proceedings aforesaid, with all things relating to the same, be transmitted to the said Supreme Court; and the same are hereby transmitted accordingly.

*Appeal Bond.*

Know all men by these presents, that we, L. Debow and John H. Thomas, are held and firmly bound unto the Baltimore Steam Packet Company, owner of the steamer Louisiana, and George W. Russell, in the just and full sum of two hundred and fifty dollars, lawful money of the United States, to be paid to the said Baltimore Steam Packet Company and George W. Russell, their heirs, executors, administrators, or assigns, to which payment well and truly to be made and done we hereby bind ourselves, our heirs, executors, and administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this first day of December, in the year of our Lord one thousand eight hundred and fifty-eight.

Whereas at a district court of the United States, in and for the Maryland district, begun and held at the city of Baltimore, on the first Tuesday in March, in the year of our Lord one thousand eight hundred and fifty-eight, Benjamin Haney, John Trenchard, and Charles Ogden, by the decree of the same court, recovered against the Baltimore Steam Packet Company, owner of the steamer Louisiana, and George W. Russell, and Moore N. Falls, and Benjamin Buck, stipulators for the said steamer, as well the sum of eighteen hundred and seventy-three dollars damages, as also their costs and charges by them laid out and expended; from which said decree, so as aforesaid passed, the owner and claimant of the said steamer Louisiana and the said George W. Russell prayed an appeal to the circuit court of the United States for the fourth circuit, in and for the Maryland district, to be held at the city of Baltimore, on the first Monday in November then next:

And whereas also at a circuit court of the United States for the fourth circuit, in and for the Maryland district, begun and held at the city of Baltimore, on the first Monday in November, in the year of our Lord one thousand eight hundred and fifty-eight, the said circuit court made and passed the following decree, to wit:

Cross-appeals from the District Court of Maryland.

BENJAMIN HANEY and others
vs.
THE STEAMER LOUISIANA.

THE BALTIMORE STEAM PACKET COMPANY, owner of the steamer Louisiana,
vs.
BENJAMIN HANEY and others.

These appeals, by the agreement of counsel, were heard and argued together, and being fully considered by the court, it is thereupon, this 26th day of November, 1858, adjudged, ordered, and decreed, that the decree of the district court be, and the same is hereby, reversed, and that the libel be, and the same is hereby, dismissed. The costs in this court are to be paid by the libellants, and each party to pay their own costs in the district court.

R. B. TANEY.

From which said decree, so as aforesaid passed, the said Benjamin Haney, Charles Ogden, and John Trenchard have prayed an appeal to the Supreme Court of the United States, to be held at the city of Washington, on the first Monday in December instant:

Now the condition of the above obligation is such, that if the said Benjamin Haney, John Trenchard, and Charles Ogden shall well and truly prosecute with effect their said appeal, and pay unto the said Baltimore Steam Packet Company and George W. Russell, their heirs, executors, administrators, or assigns, all such damages, costs, and charges as may be awarded unto them by the said Supreme Court, in case they, the said appellants, shall fail to make good their said appeal, then the said obligation to be void and of none effect; otherwise, to be and remain in full force and virtue in law.

L. DEBOW. [SEAL.]
JOHN H. THOMAS. [SEAL.]

Signed, sealed, and delivered in presence of—

THO. SPICER.

Bond approved 4th Dec., 1858.

WILLIAM F. GILES.

In testimony that the aforegoing is a true copy taken from the record and proceedings of the circuit court aforesaid, I hereunto subscribe my name and affix the seal of the [SEAL.] said circuit court this ninth day of November, in the year of our Lord one thousand eight hundred and fifty-eight.

THO. SPICER,
*Cl'k Circ't Ct.*

Filed 21st Dec., 1858.

# IN THE SUPREME COURT OF THE UNITED STATES.

No. 178.—December Term, 1859.

## BENJAMIN HANEY AND OTHERS, APPELLANTS,

vs.

## THE STEAMER LOUISIANA, AND CLAIMANTS, APPELLEE.

APPEAL FROM THE CIRCUIT COURT OF THE UNITED STATES FOR THE FOURTH CIRCUIT AND DISTRICT OF MARYLAND.—IN ADMIRALTY.

*Depositions of William W. Virdin, John D. Turner, William T. Rice and Theodore Weems, for the Appellee, and Stipulation of Counsel.*

It is agreed that the testimony of William V. Virdin, of Theodore Weems, of John D. Turner, and of William T. Rice, to be taken before John Hanan, esq., a commissioner of the United States in and for the Maryland district, shall be used, on the hearing of the above appeal, in the Supreme Court of the United States, subject to all objections to the admissibility and legal effect of said testimony, except as to the form of taking the same.

October 27, 1859.

WM .MEADE ADDISON,
R. H. BATTIE,
*Proctors for Appellants.*
WM. SCHLEY,
*For Appellees.*

The United States of America,
*District of Maryland, to wit.*

I, John Hanan, a commissioner appointed by the circuit court of the United States for the fourth circuit, in and for the Maryland district, pursuant to the act of Congress entitled "An act for the

more convenient taking of affidavits and bail in civil causes depending in the courts of the United States," do hereby certify, that on the twenty-seventh day of October, in the year of our Lord one thousand eight hundred and fifty-nine, at my my office, in the city of Baltimore, within the district of Maryland, personally appeared before me John D. Turner, a witness for the appellee in a certain civil cause depending in the Supreme Court of the United States, on an appeal from the circuit court of the United States for the fourth circuit, in and for the district of Maryland, wherein Benjamin Haney and others are appellants, and the steamer Louisiana is appellee. And the said John D. Turner being by me first carefully examined and cautioned, and duly sworn, according to law, to testify the whole truth, and being examined on behalf of the appellee, makes oath, deposeth and saith as follows, to wit:

Question. Have you been at any time, and if yea, how long, engaged in the navigation of steamboats?

Answer. I commenced certainly in 1829. I was that year in command of the steamer Columbus, as I know from the inscription on a piece of plate given to me as such commander. I was not a permanent commander before that time.

Question. Are you acquainted with the Chesapeake bay?

Answer. I am, from Norfolk up to the head of it; I have been in every river that was navigable falling into said bay.

Question. Look at the lithographic print now shown you, marked "Steamer Louisiana," and assuming the same to be an exact picture of the steamer Louisiana, please state in what particular part of said steamer would be the most eligible position to be occupied by the look-out when said steamer was under way?

Answer. The lithograph represents truly and accurately the steamer Louisiana as she was, before her recent alteration, within the last two months. The best position for a look-out is in the pilot-house, sometimes called the wheel-house. In foggy weather we usually place an additional look-out near the bow.

Question. Do you think the position in the pilot-house as good as a position in the bow of the steamer would be?

Answer. Yes, sir; that is the proper place, except in a fog, when, if I were in command, I would be in the bow near the stem of the boat myself, or place some one there.

Question. Be good enough to state the reasons which induce you to think that the pilot-house is the proper place for the look-out?

Answer. One reason is, that the helmsman is there, and the handle of the bell is there, and in case of necessity speedy action could be had; another reason is, that you can see on the larboard and starboard side as well as in front, and can thus determine the bearings of vessels that may happen to be in sight. I think there is an advantage in the elevation of the pilot-house, as it affords a better prospect. There is no interference there from the light on the

stem or bow of the steamer. It must be a very heavy sea to throw the spray into the pilot-house of the Louisiana. If a person was on the bow, the spray would be thrown over him whenever the sea was rough. If a man was in the bow, he could not see well from the reflection of the light on the water; he would have to stand back some five or six feet.

Question. Are you sufficiently acquainted with the steamer Louisiana, as she was before her recent alteration, to be able to say whether the picture that has been shown to you, marked "Steamer Louisiana," is or is not a true picture of said vessel?

Answer. It is a true picture; I am well acquainted with said steamer, having often had command of her; Capt. Russel is her regular commander, but when he was prevented from going by any cause, I have taken his place.

Question. Please designate on said picture the position of the pilot-house.

Answer. I have marked over it, in pencil, the figure No. 2, (which the commissioner has marked in ink, "No. 2.")

JOHN D. TURNER.

And I, John Hanan, a commissioner as aforesaid, do also certify that the taking the foregoing deposition of John D. Turner was by consent. And I do further certify that the counsel for the appellants were present at the taking of the same. And I do also certify that the deponent was by me first carefully examined and cautioned, and duly sworn, according to law, to testify the whole truth, and that the foregoing deposition was then reduced to writing by me, and thereafter subscribed by the said deponent in my presence. And I do further certify that I am not of counsel or attorney for either of the parties to the said cause, and that I am not interested in the event of the said cause.

Given under my hand and seal at the city of Baltimore, within the district of Maryland, this twenty-seventh day of October, in the year of our Lord one thousand eight hundred and fifty-nine.

JOHN HANAN, [SEAL.]
*U. S. Commissioner for Maryland.*

THE UNITED STATES OF AMERICA,
*District of Maryland, to wit.*

I, John Hanan, a commissioner appointed by the circuit court of the United States for the fourth circuit, in and for the Maryland district, pursuant to the act of Congress entitled "An act for the more convenient taking of affidavits and bail in civil causes depending in the courts of the United States," do hereby certify that on the twenty-seventh day of October, in the year of our Lord one thousand eight hundred and fifty-nine, at my office in the city of Baltimore, within the district of Maryland, personally appeared

before me William T. Rice, a witness for the appellee in a certain civil cause depending in the Supreme Court of the United States on an appeal from the circuit court of the United States for the fourth circuit, in and for the district of Maryland, wherein Benjamin Haney and others are appellants, and the steamer Louisiana is appellee.

And the said William T. Rice being by me first carefully examined and cautioned, and duly sworn, according to law, to testify the whole truth, and being examined on behalf of the appellee, makes oath, deposeth and saith, as follows, to wit:

Question. Have you had any experience in the navigation of steamers?

Answer. I have.

Question. Are you acquainted with the navigation of the Chesapeake bay, and how long have you been acquainted with it?

Answer. I am acquainted with it, and have been since eighteen hundred and twenty-six.

Question. Please look at the picture now shown to you, marked "Steamer Louisiana," and state, firstly, whether you knew said steamer as she was, until within the last two months; and secondly, state whether said picture is or is not a true representation of said steamer, as she was before her alteration?

Answer. I knew the steamer as she was before the recent addition to her. I think the picture of her very perfect.

Question. Please state the position of the pilot-house.

Answer. It is already properly designated on the picture by the figure "No. 2" in pencil, and by the commissioner written "No. 2."

Question. Please state the position of the white light, which said steamer carried at her stem or bow, if she carried any at night.

Answer. At the stem; always carried at the stem. Its position is indicated by the commissioner by the written figure "No. 1."

Question. Be good enough to state the best position on said steamer for a look-out at night.

Answer. In my judgment, in the pilot-house.

Question. Would the bow of the steamer be as eligible a position as the pilot-house?

Answer. It would not.

Question. State the reasons on which you base the opinions you have expressed as to the proper position for a look-out on said steamer.

Answer. There is always more or less mist rising from the water, which, when you are forward in the bow, you come in contact with, and prevents the vision; and again, this bow-light throws the reflection forward on the water, about 15 or 20 feet; then in order to see immediately over the stem of the boat, you have to come up to the stem and come in contact with this mist on

the water, and reflection from the bow-light, and this obstructs his vision. Now, in order to avoid the mist and reflection, we have to stand back of the bow from ten to fifteen feet, in which position in the bow the look-out in this boat would be in a sunken position, and which would measurably prevent him from having a clear view over the stem. For these reasons, and some others which I will presently state, I think the pilot-house the proper place for the look-out. The look-out is the person who has generally the charge of the deck for the time being, and being in the wheel-house, he has a commanding view from his elevated position for some miles ahead of him, and either side of the boat, and where he commands the wheelsman, and through the bell, which is in close proximity, he commands the engineer also. It gives him the command of the entire boat, and control of her motions. The look-out being there in the wheel-house, is free from annoyance of any kind, from passengers or others.

WILLIAM T. RICE.

And I, John Hanan, a commissioner as aforesaid, do also certify that the taking the foregoing deposition of William T. Rice was by consent. And I do further certify, that the counsel for the appellants were present at the taking of the same. And I do also certify, that the deponent was by me first carefully examined and cautioned, and duly sworn, according to law, to testify the whole truth, and that the foregoing deposition was then reduced to writing by me, and thereafter subscribed by the said deponent in my presence. And I do further certify, that I am not of counsel or attorney for either of the parties to the said cause, and that I am not interested in the event of the said cause.

Given under my hand and seal at the city of Baltimore, within the district of Maryland, this twenty-seventh day of October, in the year of our Lord one thousand eight hundred and fifty-nine.

JOHN HANAN, [SEAL.]
*U. S. Commissioner for Maryland.*

THE UNITED STATES OF AMERICA,
*District of Maryland, to wit.*

I, John Hanan, a commissioner appointed by the circuit court of the United States for the fourth circuit, in and for the Maryland district, pursuant to the act of Congress entitled "An act for the more convenient taking of affidavits and bail in civil causes depending in the courts of the United States," do hereby certify, that on the twenty-seventh day of October, in the year of our Lord one thousand eight hundred and fifty-nine, at my office in the city of Baltimore, within the district of Maryland, personally appeared before me Theodore Weems, a witness for the appellee, in a certain civil cause depending in the Supreme Court of the United States on an appeal from the circuit court of the United States for

the fourth circuit, in and for the district Maryland, wherein Benjamin Haney and others are appellants, and the steamer Louisiana is appellee.

And the said Theodore Weems being by me first carefully examined, and cautioned, and duly sworn, according to law, to testify the whole truth, and being examined on behalf of the appellee, makes oath, deposeth and saith as follows, to wit:

Question. Have you been at any time, and if yea, how long, in the navigation of steamboats?

Answer. I have been twenty years engaged in the navigation of steamboats.

Question. Are you acquainted with the navigation of the Chesapeake bay?

Answer. Yes, sir, as far as the Patuxent and the Potomac. I have had charge of steamboats to these points. I have often been to Norfolk, but never in command; but being owner of the steamer Planter, I kept a sharp look-out.

Question. Please look at the lithographic print now shown to you marked "Steamer Louisiana," and assuming the same to be an exact copy of the steamer Louisiana, please state in what particular part of said steamer would be the most eligible position to be occupied by the look-out when said steamer was under way?

Answer. I think the pilot-house the proper place, and for the reason that, being elevated, the look-out has a clear and unobstructed view. No one interferes with him there; and if there be freight piled up on the deck below, it does not interfere with his view.

Question. Do you think the position in the pilot-house as good a position as a position in the bow of the steamer would be?

Answer. It is from ten to one hundred per cent. better, and for the reason that you could not keep a wheel-house on the bow. It would fill with water in a heavy sea. I have known the water to go back as far on the boat as fifty feet from the bow. I saw this in the Planter, which is a double-decker.

Question. If a white light be carried on the stem or the bow of the boat, what effect, if any, would it have on the vision of a look-out stationed in the bow?

Answer. He could not see at all, because of the reflection of the light on the water.

Question. Are you able to say whether it is or is not the usage of steamers, navigating the Chesapeake bay, to carry a white light at night on the stem or near the bow of the steamer?

Answer. It is the usage.

*Cross-examined.*

X question. Do you employ on the steamboat George Weems a look-out?

Answer. Yes, sir, I do; the law requires it; the mate is the look-out on said boat (the George Weems); it is a day boat; when the captain is not acting as look-out the mate acts as look-out; one or the other is always acting as look-out.

X question. Is it the custom of steamboats on the Chesapeake bay to have some one acting as look-out, and not to devolve the duty of look-out on the pilot?

Answer. The mate is the look-out on my boat; when he is absent I take his place; I can't say what they do on other boats; my boat is 450 or 500 tons.

THE. WEEMS.

And I, John Hanan, a commissioner as aforesaid, do also certify, that the taking the foregoing deposition of Theodore Weems was by consent.

And I do further certify, that the counsel for the appellants were present at the taking of the same.

And I do also certify, that the deponent was by me first carefully examined and cautioned, and duly sworn, according to law, to testify the whole truth, and that the foregoing deposition was then reduced to writing by me, and thereafter subscribed by the said deponent in my presence. And I do further certify, that I am not of counsel or attorney for either of the parties to the said cause, and that I am not interested in the event of the said cause.

Given under my hand and seal, at the city of Baltimore, within the district of Maryland, this twenty-seventh day of October, in the year of our Lord one thousand eight hundred and fifty-nine.

JOHN HANAN, [SEAL.]
*U. S. Commissioner for Maryland.*

THE UNITED STATES OF AMERICA,
*District of Maryland, to wit.*

I, John Hanan, a commissioner appointed by the circuit court of the United States for the fourth circuit, in and for the Maryland district, pursuant to the act of Congress entitled "An act for the more convenient taking of affidavits and bail in civil causes depending in the courts of the United States," do hereby certify that on the twenty-seventh day of , in the year of our Lord one thousand eight hundred and fifty-nine, at my office in the city of Baltimore, within the district of Maryland, personally appeared before me William W. Virdin, a witness for the appellee, in a certain civil cause depending in the Supreme Court of the United States on an appeal from the circuit court of the United States for the fourth circuit in and for the district of Maryland, wherein Benjamin Haney and others are appellants, and the steamer Louisiana is appellee, and the said William W. Virdin being by me first carefully examined and cautioned and duly sworn, according to law, to testify the whole truth, and being

examined on behalf of the appellee, makes oath, deposeth and saith, as follows, to wit:

Question. Have you been at any time, and if yea, how long, engaged in the navigation of steamboats?

Answer. I commenced in 1828, and left off in 1851 or 1852.

Question. Are you acquainted with the Chesapeake bay?

Answer. I am acquainted with the Chesapeake bay, especially the upper part, having navigated from Old Point Comfort up to Baltimore. I only made a few trips in command from Old Point to Baltimore, my navigation in said bay being from Baltimore to the head of the bay, and to points below that to Choptank river.

Question. Please look at the lithographic print now shown to you, marked "Steamer Louisiana," and assuming the same to be an exact picture of the steamer Louisiana, please say in what particular part of said steamer would be the most eligible position to be occupied by the look-out when said steamer was under way?

Answer. In the pilot-house, or on either side of the pilot-house, as occasion might require; when I say either side, I mean the larboard and starboard side.

Question. Do you think the position which you have specified, that is to say in the pilot-house, or on the larboard or starboard side thereof, as good a position as would be a position in the bow of the steamer?

Answer. It is as good, or better.

Question. Please be more specific in your answer to the preceding question, and state particularly whether you mean to be understood that a position in the bow is as good a position as the position in the pilot-house or on the larboard or starboard side of it?

Answer. No, sir; the position in the bow is not as good in this boat.

Question. Please give the reasons on which you found the opinion you have expressed.

Answer. The look-out in the pilot-house is more elevated than he would be in the bow; he has the advantage of looking further aft than he would have in the bow. When in the bow he is looking over a light usually carried on the stem of all steamers, which light reflects on the water, and prevents the look-out there seeing as well as he could from the pilot-house; and again, when the water is not smooth or is rough enough to create a sea that breaks over the bow, he is annoyed by the spray that falls on him necessarily, and occasionally his sight is interrupted by the rolling of the sea as well as the spray breaking over him.

Question. Do you know the steamer Louisiana?

Answer. Yes, sir; I have travelled in her.

Question. Are you enabled to say whether the print you now hold in your hand, marked "Steamer Louisiana," is or is not a true picture of said steamer?

Answer. It is a very good one.

*Cross-examined.*

X question. Do I understand you to say that the steamer Louisiana carried a light in her bow?

Answer. I think she did.

X question. Describe the exact position of the light.

Answer. I have marked it with pencil on the picture. (Commissioner designates on the picture by the figure No. 1, the point so indicated by the witness.) The frame on which the light was placed was secured to the stem or some substantial part of the bow of the boat.

X question. You have said in your examination in chief, that the position in the bow of this boat for the look-out is not as good as it would be in the pilot-house; what are the peculiarities of the Louisiana which makes the position for the look-out better in the pilot-house than in the bow?

Answer. I mean that in all steamers where the pilot-house is forward and on the upper deck, that the best position for the look-out is in the pilot-house, and for the reasons already stated.

W. W. VIRDIN.

And I, John Hanan, a commissioner as aforesaid, do also certify that the taking the foregoing deposition of William W. Verdin was by consent; and I do further certify, that the counsel for the appellants were present at the taking of the same. And I do also certify that the deponent was by me first carefully examined and cautioned, and duly sworn, according to law, to testify the whole truth, and that the foregoing deposition was then reduced to writing by me, and thereafter subscribed by the said deponent in my presence. And I do further certify that I am not of counsel or attorney for either of the parties to the said cause, and that I am not interested in the event of the said cause.

Given under my hand and seal at the city of Baltimore, within the district of Maryland, this twenty-seventh day of October, in the year of our Lord one thousand eight hundred and fifty-nine.

JOHN HANAN, [SEAL.]
*U. S. Commissioner for Maryland.*

Filed 10 Nov., 1859.